

REQUEST FOR PROPOSAL



FOR

BATON ROUGE CITY COURT CASE MANAGEMENT SYSTEM

Solicitation No.: 20008-A21-02

Proposal Opening Date: April 30, 2021

Proposal Opening Time: 2:00 PM

City of Baton Rouge | Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing

March 17, 2021

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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IMPORTANT NOTICE:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to the:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Kris Goranson, Director
Purchasing Division
City Hall
222 Saint Louis St., 8th Floor, Room 826
Baton Rouge, LA 70802

Or P.O. Box 1471
Baton Rouge, LA 70821

E-mail: RFPA2102CCCMS@brla.gov Phone: (225) 389-3259 / Fax (225) 389-4841

The City-Parish, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information, of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Schedule of Events

Item	Anticipated Schedule
1.RFP formally published	March 17, 2021
2.Pre-Proposal Conference	April 7, 2021 (1:00 PM)
3.Deadline to receive written inquiries	April 13, 2021
4.Deadline to answer written inquiries	April 21, 2021
5.Proposal Opening Date (deadline for submitting proposals)	April 30, 2021 (2:00 PM)
6.Oral discussions with proposers	May 17, 2021 – May 21, 2021
7.Notice of Intent to Award	May 27, 2021
8.Contract Initiation	June 2021

- Departments should specify whether or not the pre-proposal conference is mandatory. If it is not, then they should state that it is non-mandatory, but attendance is strongly urged.

NOTE: The City-Parish reserves the right to deviate from these dates.

Proposal Submittal

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name:	Baton Rouge City Court Case Management System
Solicitation No.:	20008-A21-02
Proposal Opening Date & Time:	April 30, 2021, 2:00 PM

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
Attention: Kris Goranson, Director
City Hall
222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
Attention: Kris Goranson, Director
P.O. Box 1471
Baton Rouge, LA 70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

Definitions

- A. Shall - The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should - The term “should” denote desirable.
- E. Contractor - Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State - The State of Louisiana.
- H. Department - Department for whom the solicitation is issued.
- I. Director - Director of Purchasing
- J. City-Parish - City of Baton Rouge-Parish of East Baton Rouge.
- K. City Court/Client - Baton Rouge City Court
- L. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- K. Change Management Approach - The systematic approach and application of knowledge, tools, and resources to deal with change involved with transitioning to a new CMS, with the goal of successfully implementing new processes, functions, and strategies while minimizing negative results.

REQUEST FOR PROPOSAL FOR

Baton Rouge City Court Case Management System

PART I. GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing a fully automated and integrated commercially sold adult court case management system (CMS) to be used in Baton Rouge City Court (BRCC), to be administered by the Baton Rouge City Court Network Services Division. The new CMS will replace the Court's current Sustain Justice Edition case management system.

The intent is to provide the Court with an effective and efficient means of managing civil, misdemeanor criminal, traffic, and misdemeanor DWI cases, case scheduling, probation services, appeal processing, and court services data, along with providing financial assessment, tracking and reconciliation of court ordered and collected fines, fees, and costs.

The CMS shall document and report daily court activities: case initiation, docketing, scheduling, notice generation, court ordered assessment and collections, statistical reporting, disposition reporting, and indexing. The new system shall include a document imaging and document management component with case integration, indexing and preservation, e-filing capabilities, a public access component, and allow for interfacing with other systems and timely electronic reporting to state agencies. Additionally, the new system shall include standard form and report generation and user defined query functional capabilities and a robust search feature component. Migration of data from the Court's existing CMS to the new CMS is also required.

Baton Rouge City Court seeks a state-of-the-art full-featured commercially sold CMS with training, deployment and support services. The successful vendor shall work closely with the BRCC staff to customize and plan implementation of the CMS. It is anticipated that the successful vendor will have an already functioning CMS product operating in at least two courts - with at least one court of a similar size to Baton Rouge City Court which handles both misdemeanor offenses and civil cases. The CMS product must have the necessary capacity and ability for customization to the Baton Rouge City Court business processes and rules.

Implementation of the new CMS shall include the ability to integrate and/or interface with other governmental departments and agencies. These interactions shall be compliant with current federal data dictionary and data exchange standards (i.e. GJXDM/NIEM standards). It shall also meet the functional requirements established by the Court, including adherence to fiscal requirements, such as Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) statements, and City of Baton Rouge Finance Department Policies and Procedures.

Vendor proposals shall include cost estimates that assume installation and implementation of the CMS in phases as necessary, and shall include a proposed deployment schedule that specifically describes the timeline, implementation strategy, costs, and other resources expected to be contributed by the Court personnel. The successful vendor will be required to adhere strictly to the negotiated budgetary levels and deployment schedule, as dictated by City-Parish Finance and Purchasing rules, policies, and guidelines. Responses to this RFP should

include proposing a team that will lead this project through all phases of the definition and implementation lifecycle, including project leadership tasks, detailed requirements analysis, software and hardware installation, and any necessary modifications, conversion, interfaces, testing, training, documentation, implementation, and post implementation support.

1.2 Goals and Objectives

Baton Rouge City Court desires to acquire a system that integrates current court functions, operations, and data, and provides an improved user interface reflecting current workflows. The primary goals and objectives associated with obtaining a new CMS are as follows:

Increase Operational Efficiency by:

- Providing an improved user interface reflecting current workflows, with the ability to modify workflows as processes/needs change
- Providing an environment to support the proactive management of cases including alerts, milestones, statuses, and scheduled reporting
- Increasing staff productivity by providing the most efficient means of entering data, such as the ability to automatically populate sentencing and dispositions based on the preference of each judge and case type
- Having the ability to auto-generate forms and work queues in accordance with court business rules and workflow processes
- Using custom data entry screens specific to user's job function
- Significantly reducing or eliminating redundant entry of data (data portability)
- Having the ability to use mobile devices with the CMS in real-time
- Having interfaces with external systems to share data seamlessly, without the need for staff to import and export data between systems.
- Having the ability to share data automatically and electronically with key agencies through use of a secure Application Programming Interface (API)

Increase Data Accuracy by:

- Employing agency-definable mandatory fields
- Employing enter-it-once efficiency to eliminate the need to enter redundant data
- Standardizing data entry to prevent errors (autocomplete, drop down list, etc.)
- Employing a relational database

Decrease Time Spent Looking for Information by:

- Employing multiple search methodologies to find documents, names, cases, events, including Google-style universal search, multiple field search with definable search parameters or list searching, in-field searching for names or cases, and Soundex and wild card searches
- Using bar coding to track physical location of each paper case file and related paper documents, and having ability to use bar coding for standard data entry
- Adding ability to see all cases and information related to a particular party from one screen
- Allowing document scanning directly into applicable cases

Have Autonomy to Modify System Need Changes as Evidenced by:

- Ability to modify existing or create new custom reports, integrated within the system, without the need for additional 3rd party tools or programming from system vendor
- Ability to create automated documents by in-house IT staff
- Ability to create new or modify existing business rules to automate workflow by in-house IT staff
- Ability to modify existing and create new data entry screens by in-house IT staff (custom user interfaces)
- Ability to provide user requested design and functional modifications by in-house IT staff without requiring custom code be written or custom programming from the system vendor
- Ability to set up and change user security levels by in-house IT staff

Acquire a state-of-the-art system that is upgradeable and sustainable, as evidenced by:

- Having a system that uses proven technology standards (e.g., MS SQL., Linux, Oracle, .NET, web services, XML, HTML, etc.)
- Having a system that conforms with federal data dictionary standard and data exchange standards (i.e. GJXDM/NIEM standards) for information sharing
- Having system upgrades and product enhancements as part of the maintenance contract
- Having a system that is highly configurable so that changes can be made as court processes change

Ensure Safety and Security of data through:

- Having system security based on agency, group, and individual, including the ability to restrict or hide each field, so users can access and/or view only what they should be able to and not access, view, or delete, data they are restricted from
- Having a system that provides an efficient and reliable method of system redundancy (fault tolerance) to prevent data loss and system down-time
- Having the ability to restore files in CMS database from system backup
- Having the ability to resist data corruption, viruses, malware, etc. – end point security
- Having the ability to encrypt data between server and end-user as well as through any interfaces or file extracts

Become paper-on-demand, reducing paper usage significantly by:

- Storing documents in electronic document management system, indexed and fully integrated within the CMS and ability for direct retrieval of case documents within the party case
- Employing web technologies to share and receive data, including e-filing, e-payments, electronic attachments, and public view-only and print access

Provide Statistical Reporting and Performance Measurement Tools by:

- Providing various types of reporting capabilities, such as Ad Hoc reporting, Canned reports, user-defined reports, which are configurable and customizable by the user or in-house IT staff
- By having integrated performance measurement reporting tools built into CMS, such as National Center for State Courts – CourTools Performance Measures, with data displayable in custom text and graphical format
- Providing various reporting capabilities: case specific, caseloads, party specific, totals, performance, public record requests, and statistics, that can be designed and configured by in-house staff

- By improving performance and timeliness of information available to decision makers through standardized reporting, better database structure, and accurate data

Provide Better and Increased Access to Justice Information by:

- Streamlining data retrieval by court staff, parties to cases, other agencies, and the public; provides real-time access to case information, warrants, and case dispositions
- Making access to case information (with appropriate security privileges) available online at any time to the public, parties to cases, attorneys, outside agencies, and the general public
- Making secure online transactions by the public user friendly, intuitive, and involve the automatic transfer/exchange of data
- Improving the quality of information available to decision-makers

1.3 Background

A. Organizational Background and Jurisdiction

Baton Rouge City Court is a municipal court of record created in 1900 by La. R.S. 13:2071, and extended by the Plan of Government of the Parish of East Baton Rouge and City of Baton Rouge. The Court is a limited jurisdiction court and has territorial jurisdiction over the city of Baton Rouge.

The Court processes civil, criminal, and traffic matters. Civil claims include, but are not limited to personal injury, property damage, contract, and landlord-tenant cases up to \$35,000, as well as small claims cases of \$5,000 or less. It also handles parking and traffic offenses and has criminal jurisdiction over misdemeanors, which are offenses generally punishable by a fine of not more than \$1,000 and/or jail term of not more than six months.

Baton Rouge City Court also operates a Sobriety Court and Domestic Violence Court, two specialty courts designed to handle DWI and Domestic Violence offense cases. These specialty courts each involve an intensive intervention and court supervision structure, and involve the services of a special team of employees and contract positions, along with a sitting judge, all of whom utilize the court's case management system.

All fines, fees, costs, and forfeitures levied by the judges are collected and accounted for by the Office of the Clerk of Court and paid over to the City-Parish Finance Department on a daily basis. The Court collects and disburses over \$10 million in revenue annually.

B. Staff and External Users

The Court is currently comprised of five judicial divisions, represented by five elected judges. One serves as Administrative Judge on a rotating basis each year. In addition, retired judges and/or visiting judges, as well as attorneys appointed by the Louisiana Supreme Court, occasionally serve on the Court as Pro Tempore or ad hoc judge when an elected judge is absent.

Court staff who use the current case management system work in various areas of the Court consisting of the divisions of Accounting, Administration, Appeals, Civil, Court Services, Criminal/Traffic, Probation, and Records. Additionally, the Network Services Division is the Court IT department which programs, maintains, and supports the case management system and all other technology needs for the Court. Attachment A provides an organizational chart depicting the number of personnel in each of the divisions/departments of the Court.

Several affiliated agencies with the Court exist, which use the Court's case management system in a limited manner. These consist of the Prosecutor's Office, Constable's Office, Parish Attorney's Office, Pre-Trial Diversion Division of the Parish Attorney's office, and Public Defender's office. These departments/agencies currently pay a proportionate share of the annual maintenance cost of our current CMS and it's anticipated this arrangement will continue with the new CMS.

The following is the approximate total number of licenses/users within the Court and its affiliated agencies that will be using the case management system:

Service Area	Approximate Number
Judges	5
Judicial Staff and Clerk of Court Staff	211
Prosecutor's Office	17
Constable's Office	2
Parish Attorney's Office	1
Pre-Trial Diversion	8
Public Defender's Office	4
Sobriety Court	1
Domestic Violence Court	1
Approximate Total Number of Licenses/Users	250

In addition to judges, court staff, and affiliated agencies, the system will be indirectly used by the public (such as attorneys, parties to cases, and the general public) through internet access. The purposes of this use will be for access to public records and case information, online ticket payments, online school and community service work sign-up and payment, and payment of other court costs and fees. It is also desired to have a Justice System portal designed for other courts and justice partners to have real-time access to relevant case and warrant information. Additionally, the Court hopes to initiate e-filing at some point with its new case management system.

C. Statistical Information

The following table provides the number of case filings in the Court, by case type for the previous fourteen years.

This is based on the number of charges filed

Year	Civil	Criminal	Traffic	DWI	Parking	Other Proceedings	TOTAL FILINGS
2005	10,894	38,837	96,380	1,743	25,314	36,611	209,779
2006	10,386	44,279	144,071	1,584	31,655	44,325	276,300
2007	11,392	36,147	133,038	3,118	37,334	43,838	264,867
2008	12,415	37,271	129,366	1,844	29,005	49,895	259,796
2009	11,977	39,590	132,766	1,583	23,452	51,900	261,268
2010	12,157	40,704	120,835	1,598	23,994	47,626	246,914
2011	11,942	33,174	115,563	1,494	25,503	53,088	240,764
2012	11,699	26,584	88,810	1,304	23,129	45,172	196,698
2013	11,288	17,752	94,114	1,739	20,143	44,025	189,061
2014	12,010	18,239	86,681	1,366	8,615	48,074	174,985
2015	11,807	16,316	88,118	1,302	11,639	45,090	174,272
2016	10,838	16,307	62,003	1,138	10,244	37,186	137,716
2017	10,740	12,149	55,146	1,119	10,012	33,510	122,676
2018	8936	11888	49507	855	15130	30576	116892
2019	7475	10217	53895	743	9355	28891	110576

D. Present Situation/Current System and Methods

Current Methods (General)

Case Tracking

The current case management system (CMS) case tracking process maintains all of the pertinent information associated with misdemeanor criminal, DWI, traffic, and parking citations and cases. The system provides similar data for all civil cases. The information includes, among other things, party information, document service information, scheduled event dates, dispositions, and status. Some images of documents are attached to the computer case file. This information is updated at each data entry level, including the courtrooms. The current CMS further provides location tracking for all hard copy files, including the identity of the most recent staff member who performed work on the file and the nature of that work. The current CMS incorporates financial data, including fines, costs, and fees associated with a particular file. Finally, the current CMS graphical user interface (GUI) consists of numerous file tabs, menus, screens, dropdowns (code tables), selection buttons, data entry points, etc., which requires users to continuously alternate between the keyboard and mouse and requires the same data to be entered in multiple places within a case file by multiple users.

Calendaring

Calendaring is an important component of the court operations. This process initiates the hearing request and schedules all resources (staff and facilities) necessary to conduct the hearing. Activities include establishing and maintaining hearing case files and notifying each of the five judges, court staff, agencies and all affected parties of record, of the time and place for hearings. Ancillary activities include processing continuances, scheduling holidays, no court days, out of office days, and the generation of court calendars and dockets for the individual judges and courtrooms. State and local law requires random allotment of judges, for which our current CMS provides electronically and automatically upon case initiation. This is required also of a new CMS. Automatic limiting of amount of events by case type, event type, judge, etc., is also an essential requirement of the electronic CMS.

Data Exchanges

The criminal/traffic component of the current CMS regularly exchanges electronic data with other governmental agencies. This system imports data from various sources such as city police criminal records databases, hand-held automated ticket writers, prisoner population lists from area prisons, online ticket payments from City of Baton Rouge internet servers (web and phone), etc. This system also exports data such as case dispositions to State of Louisiana – Office of Motor Vehicles, active bench warrant data to City Police, statistical data to the Louisiana Supreme Court, etc. Data exchanges are in various non-proprietary formats such as ASCII text, CSV text files, etc. See [Attachment B](#) for a full list of Interfaces required.

Current Methods (Departmental)

Judicial/Courtroom

This component involves each of the five judges presiding over a variety of arraignments, misdemeanor trials, civil suit and small claims trials and hearings, ruling on motions and exceptions, and preparing written proposed or final decisions or judgments based upon evidence and applicable statutes, and ensuring disposition and completion of case records. During courtroom proceedings, minute clerks record event minutes of the case proceeding and/or disposition of the matter into the current CMS. Due to current system limitations surrounding

efficient data entry, and the volume of cases on the docket, minute entries are most often entered from manual notes written by the presiding judge on the cases. If a defendant is ordered to perform specific activities and/or return to court at some future date as a result of a judge's decision, the minute clerks generate from the CMS and print copies of a judicial order (Notice to Appear), which the defendant must sign before leaving the courtroom. Generating a Notice to Appear generally requires re-keying case data into other areas of the current CMS and also into a separate instance of Crystal Reports, all of which result in patrons waiting long periods of time to sign for and receive their Notices. Court proceedings are currently recorded using FTR Gold software which is stored on a centralized server and courtroom PC. It is desired to have the recording linked to the case in the new CMS.

Civil Division

The Civil Division of the Court receives for filing and processing all civil case pleadings filed with the Court by the public or by attorneys. Filings are received in person over the counter, through the mail, and through fax filing. No e-filing is currently in place with the Court, but capability to do so with a new CMS is desired. Various civil case types and pleadings are processed including, but not limited to, regular civil suit Petitions, Small Claims cases, Evictions, Garnishment Petitions, Judgment Debtor Rules, Motions, Rules to Show Cause, Sequestrations, Writ of Injunctions, Temporary Restraining Orders, Sales Tax Rules, Answers, Reconventional Demand, Third Party Demand, Cross Claim, Interventions, Transferring of Small Claims Case to regular Civil Docket, and Transfer of Suit to another Court. In 2019, approximately 7475 civil cases were filed with the Court for processing..

Civil Division personnel enter case data and filing information, party information, dispositions of matters following court hearings, trials, judicial signature of Judgments/Orders, and service return information. Civil staff publish court dockets, generate Citations, Notices to Appear for Court Hearings, and other documents from the current CMS to have served on the parties to a case. This includes sending paperwork to the city-parish Constable's Office or appropriate parish sheriff /ward constable, or other law enforcement personnel to effectuate service. Small Claims citations are served via certified mailing or one of the aforementioned service methods.

Civil Division Staff collect filing fees and costs, including service costs required of outside sheriff's offices, generate receipts from the current CMS, and forward funds collected to the Court's Accounting Division for deposit into the City-Parish consolidated fund account. Civil staff disburse funds to various revenue accounts in the City-Parish Finance Accounting System, and disburse funds owed to parties, law enforcement service agents, or attorneys, which are then paid via Payment Voucher created in a separate system and forwarded to the City-Parish Finance Department for review and approval and for a check to be issued and mailed by the City-Parish Treasurer's Office to the party payable. Reconciliation of funds collected and disbursed on each court case, is done by the City-Parish Finance Department, through manual data entry of our case information, collections, and disbursements, into a separate computer system and through reports transferred between that Department and our Civil Division of the Court. The Court desires to have a CMS that can properly reconcile all civil case financial and case transactions, and interface with the Finance portion of the new City-Parish Enterprise Resource Planning (ERP) System that was implemented in 2017. Data exchange and account reconciliation to each Civil case is a necessary component for a new CMS.

Criminal/Traffic Division

The function of the Criminal/Traffic Division of the Court is to provide services to the Court, attorneys, and the general public relative to misdemeanor criminal, traffic, parking, and misdemeanor DWI matters. This division recorded and processed approximately 74,000 filings in 2019, the majority being related to charges issued by the Baton Rouge City Police Department. This division also prepares and processes subpoenas and commitments, issues Notices to Appear for court dates to offenders and attorneys, publishes court dockets, updates the CMS

system with case dispositions, bench warrants, and updates the file tracking of physical file locations in the current CMS. Authorized Criminal/Traffic Division personnel can accept and process guilty pleas for certain payable traffic offenses according to the Court Traffic Fine Schedule, as well as grant continuances and extensions for other cases in certain situations as authorized by the Judges. A Notice to Appear document is generated for defendants who have been ordered to return to court at some future date, perform community service, attend educational or rehabilitative classes, etc. Generating a Notice to Appear often requires entering the same data in multiple fields or screens of the current CMS and requires re-keying case data into a separate instance of Crystal Reports.

The division also runs driver's license numbers through a separate system with access provided by of the Department of Motor Vehicles, for determination of prior driving offenses and determinations of Criminal Code Article 892.1 and Article 894 eligibility for dismissals and keeping traffic offenses off of a driving record. Additionally, this division provides information for reporting of convictions and case dispositions to the various law enforcement agencies.

Accounting Division

The Accounting Division of the Court is responsible for collecting, posting, depositing, auditing, disbursing, and safekeeping all funds collected for the Court for fines, costs, fees, and cash bonds. Funds are collected from individuals appearing in person, from those paying by phone, payments received through the mail, payments received from the parish prison or city jail, and payments received through the automated phone and online ticket payment system. Cashiers in this division collect payments for parking, criminal, DWI, traffic, and red light camera enforcement citations, and apply payments to the appropriate cases and various fund accounts where monies are required to be allocated.

Staff in this division ensure proper payment is received in order to close a defendant's account. They also audit all payments processed by cashiers to ensure funds collected are properly posted to the correct court case and revenue accounts. Staff set up and manage partial payment accounts for offenders approved to make installment payments. Additionally, this division processes appearance bonds and generates the appropriate forms and notices in the current CMS for the collection of bond forfeiture judgments, as prescribed by state statute. This division also balances and reconciles all collections through reports generated from our current CMS, and prepares bank deposits. Notification letters are generated from the current CMS for all payments returned to the Court, such as NSF, Account Closed, and Payment Stopped. All accounting functions are posted and managed within the current CMS and all funds collected are posted to proper general ledger accounts. The accounting module of the current CMS allows the court to configure, create and view Journal Entries, Open Items, Disbursements, and Support Accounts. Once created, all accounting data may be viewed together in an Account Summary window.

Probation Division

The Probation Division of the Court provides a full-time adult probation and rehabilitation program for misdemeanor criminal, traffic, and misdemeanor DWI offenders. This Division provides the Court with a structured correctional and crime prevention program aimed at the reduction of misdemeanor offenses by application of intensive supervision, treatment, and education of offenders. Probation Officers supervise offenders related to court ordered programs, such as Driving Schools, Anger Management programs, Effective Decision Making School, DWI schools, etc. Probation Officers provide the judges with written reports such as probation terminations, revocations, and statuses of offenders referred for probation supervision.

In addition to supervision of probationers, Probation Officers provide the judges with pre-sentence investigation (PSI) reports with recommendations for sentencing alternatives that address the rehabilitation needs of the

offender and the safety of the community, utilizing all available community resources. The PSI reports are generated in the current CMS by initiating an instance of Microsoft Word via a link embedded within the current CMS. Subsequently a single PSI report remains associated with and is accessible only from within that specific case. An added limitation in the current CMS for Probation Officers is the inability to view all cases and data for a single probationer under one view. Having the ability to see the “whole picture” of an offender at a glance would assist in developing the PSI, supervising the probationer, and provide a complete overview of the offender to the judge for sentencing.

The Probation Division also provides supervised house arrest electronic monitoring of offenders and operates a Drug Lab with analysis and screenings for use of illegal substances by offenders through a 3rd party. Data related to these services is not currently linked or interfaced with our current CMS, which we desire in a new CMS.

Court Services

The Court Services Division of the Court coordinates the providing of educational and rehabilitative services to offenders in order to fulfill sentencing requirements and/or conditions of probation, as well as deter repeat offenses. In the current CMS, this division schedules and assigns court ordered educational class programs such as driving safety, alcohol and substance abuse, anger management, domestic violence, effective decision making, and adult literacy. In addition to contracted instructors teaching classes at the courthouse, offenders may be referred to court approved programs offered in the Baton Rouge community. Court Services Division staff track referrals to outside agencies in the current CMS through data entry. Staff are responsible for assigning individuals to the proper classes and maintaining accurate attendance and completion records for the Court. Additionally, Court Services is responsible for scheduling offenders to perform court ordered community service work at various non-profit agencies in the Baton Rouge area, verify completion, and maintaining the completion records for offenders performing these services and attending court ordered classes.

Our current system does not provide the ability for offenders to sign up for a court ordered class or community service work through the internet. Additionally, the CMS lacks the ability to provide a consolidated status of court ordered classes or community service work. These are highly desired functions in a new CMS.

Records Division

The Records Division of the Court is responsible for properly managing, maintaining, and safeguarding all closed, and some open, Criminal, Traffic, Parking, DWI, and Civil hardcopy case files of the Court. This requires file tracking all paper files in the current CMS, filing and retaining closed case files, and retrieving files for various divisions of the Court. Many closed cases are housed off-site and must be retrieved by personnel in this division through telephone or online requests for physical or scanned documents stored by an offsite vendor.

This division manually monitors the current legal retention requirements for case files and ensures that the records of the court are maintained and properly destroyed in accordance with these requirements. Verification of closed status of a case in the CMS is done by this division in conjunction with staff in other divisions. Additionally, division personnel assist the public with case disposition requests and record searches in the CMS and provide general information to the public on case files.

The Records Division receives all mail delivered to the Court, which includes case pleadings, fine payments, and other correspondence, and logs and records all payments received by mail. These payments are recorded in a separate section (ORG) of the current CMS and not attached to the case file as desired in a new CMS.

Staff in this division data enter all parking and traffic tickets filed with the court by law enforcement for all paper tickets issued. Tickets issued through handheld automated ticket writers are imported into the current CMS through a daily import. Division staff file stamps paper tickets filed with the court and maintains an electronic record of the receipt of tickets by data entry into a separate section (ORG) of our current CMS.

Additionally, this division receives and processes all motions for expungement of cases and processes the expungement orders from the Court, which requires transmittals to various law enforcement agencies and partners. The expungement process is largely a manual process or with limited automation. The expunged cases are moved to a separate part of the current CMS that is not visible to the public or other staff without rights to view such records.

Appeals Division

The Appeals Division of the Court is responsible for preparing written transcripts of court proceedings for cases when they are appealed or upon special request. Transcripts are prepared from digital audio recordings of the court proceedings and are prepared using standalone word processing software, such as Microsoft Word. This division also prepares the record for lodging with the Appellate Court, which involves indexing court documents and proceedings. This is a manual process requiring the retrieving of information from various parts of our current CMS. Letters to litigants and logging of cases under appeal are generated outside the current CMS. A more automated and integrated method for this process is desired in a new CMS.

Network Services Division (IT)

The current CMS application provides services to approximately 250 concurrent users. Network Services personnel consist of (3) Network Specialist positions and (1) LAN Administrator position. These positions are dedicated full time to supporting the PC LAN located in the City Court building. These staff setup new users, manage security, and provide all end user support to existing court staff. Personnel in this division administer and maintain the current CMS database, manually intervene when necessary to handle bugs, create special reports, and/or perform miscellaneous application housekeeping tasks.

The IT staff also perform a variety of daily data imports from other justice partners, such as the city police department, and export data daily from our current CMS to outside agencies such as the Louisiana Supreme Court, Department of Motor Vehicles, Louisiana Department of Revenue (for garnishment of state income tax refunds). Special reports and configuration of data exportations to secured FTP sites of data from the current CMS is performed by these staff members, which require submittal of data in special formats.

Specialty Courts

Currently two Specialty Courts are presided over and integrated within City Court and require data from our CMS to manage and operate effectively. The Sobriety (DWI) Court and the Domestic Violence Court are problem solving courts with intensive probation supervision of offenders who have been sentenced by either pleading or been found guilty of certain DWI offenses and domestic violence related offenses. Data from these specialty courts currently exists in the current CMS but dockets and other functionality is duplicated and provided in a shadow system using a MS Word template, which contain duplicate offender information and additional specialty court related information. The dockets are created using MS Word and contain additional information regarding the status of offenders sentenced into these specialty courts. This is primarily due to limitations in the ability of the current CMS to provide information and a docket that is highly customized in appearance and function. We desire to eliminate the need for the shadow system and maintain the specialty courts data and dockets within the new CMS.

Affiliated Agencies

City-Parish Government, as well as City of Baton Rouge affiliated agencies, such as the City Prosecutor's Office, the Parish Attorney's Pre-Trial Diversion Division, the Public Defender's Office, the City Constable's Office maintain offices within the City Court Building, and the Parish Attorney's main office (located at another city location) are included as limited users of the Court CMS. The CMS system should integrate with the City-Parish's Munis system and include ten (10) years of updated integration at no cost to the City-Parish. The CMS functionality needs of the aforementioned agencies should be adequately addressed by satisfying the needs specified in the RFP Functional System Requirements, Attachment C.

Current Technical Environment

Current LAN Environment

Baton Rouge City Court's local area network (LAN) is comprised of several Dell Power Edge servers operating under various versions of Microsoft Server. All production servers are running or scheduled for an upgrade to Windows Server 2016. There are approximately (300) Dell personal computers accessing this network. New PC's will be purchased with Windows 10. While there is no restriction on browser preference, most users choose to use the pre-loaded current version of MS Internet Explorer Browser. All of these PCs were purchased with MS Office Professional with versions ranging from Office 2007 through Office 2016.

The City Court LAN is part of the City-Parish wide area network (WAN). The City-Parish WAN connects over 100 facilities through various network topologies and is managed by the City-Parish's Department of Information Services (IS). City Court's connectivity to the internet is provided by the City-Parish through one of its two datacenters. The City-Parish, like City Court is primarily a Dell/Microsoft shop and, although the City supports various other data processing systems for specialized applications, the City's entire PC network system is Microsoft based and relies heavily on Exchange Server for email services and MS SQL Server for many of its database applications. The majority of the City's networking and PC support staff are trained primarily to support a Microsoft environment and a strong preference is expressed for Microsoft based solutions when considering various software application acquisitions.

The Court uses the Microsoft Office Professional Suite for most general productivity requirements and also maintains attendance records through Executime Software (Tyler Technologies), a popular full featured time keeping system. Additionally the Court records and stores audio files of court proceedings in MP4 format using the FTRGOLD ver. 5.4 PC based digital recording software system. There has been some discussion relative to linking scanned documents, photos and audio to court records in the CMS, but has not been implemented currently.

Currently the Court's cabling plant consists of four Avaya Model 5698 (96) port POE Gigabit switches and two Cisco Model (2960S-48TS POE) Gigabit switches which are managed by the City-Parish Information Service. Additionally, the Court's servers are consolidated to a dense backplane providing 11GB bandwidth potential.

Court Minutes are currently recorded using the FTR Gold software and stored in an MP4 format. The minutes are stored on a centralized server and retrievable by court staff based on permissions.

Current CMS Application

The Court's primary system application is the MS Windows based Court Case Management System, the "Justice Edition", (ver.1.25.04) marketed by Sustain, Inc., a Daily Journal Company (recently renamed Journal Technologies, Inc.). The Sustain – Justice Edition application runs on top of a Pervasive SQL 2000i database, (Btrieve) using the database's transactional engine. The Court's Network Services Division maintains this application locally and much of the Court's day to day operation is managed through this application. The current CMS has been extensively augmented through the use of third party ODBC reporting tools and OLE integration with Microsoft Office Suite applications.

Current Online Services Available to the Public

The Court currently provides limited case information to the public through the use of various online reports on the Court's website, consisting of warrants, limited civil and criminal/traffic case information, etc. The court would like to enhance these capabilities to include the ability to view and print imaged documents online. (ability to associate a cost to access these capabilities)

The Court's Online Traffic Ticket Payment System allows the public to pay certain citations online and by automated phone system. This system is currently contracted with a 3rd party system. Both web and phone store citation payments to 3rd party database system throughout the day. A batch process is run nightly which extracts the previous day's information into a text file which can then be uploaded into the current CMS. City Court is interested in replacing the current system with a module/system provided by the new CMS solution. If a replacement is not provided, then the CMS solution must be able to integrate with the current Online and Automated Phone Traffic Ticket Payment System.

Inability of Current CMS to Satisfy City Court Needs and Future Requirements

The current CMS no longer meets the business needs of the Court. The CMS duplicate data entry requirements, workarounds and related manual activities are inadequate to meet the current workload, automation needs, and expectations of the litigants and general public seeking efficient services and court case information.

The current CMS has insufficient system error or workflow scheduling alerts/ticklers, lacks automated reporting or real time updates, relies on too many interfaces/imports when dealing with external data.

Additionally, the need to migrate to a new and improved CMS centers around concerns with the currently installed database technology end-of-product-life and vendor support. Moreover, the currently installed database includes an extensive inventory of custom developed programming procedures, workarounds, and reports which would require extensive specialized skills by any successive system administrator(s).

PART II ADMINISTRATIVE

2.1 Terms and Conditions

The contract will be fully negotiated after a vendor is selected by the City of Baton Rouge, Parish of East Baton Rouge, Louisiana (herein refer to as “Client”). Responses to the terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract.

The following terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of negotiations. Exceptions must be explicitly noted in the Vendor Proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

2.2 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer’s cost.

2.3 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

2.4 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

2.5 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

2.6 Basis for Award, Evaluation Criteria, and Questions

The qualification of proposal responders on this project will be considered in making the award. The City-Parish is not obligated to accept any proposal if deemed not in the best interest of the City-Parish to do so. The City-Parish shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

The City-Parish reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City-Parish's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City-Parish, shall be utilized in the final award. The final award of a contract is subject to approval by the City-Parish Metropolitan Council.

2.7 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

2.8 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment D) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to City Court and the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

2.9 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

2.10 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been approved by the Metro Council and will be scheduled within five (5) business days of receipt. Requests may be made by email to RFP2102CCCMS@brla.gov to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S. 44.1 et. seq. must be submitted.

2.11 Insurance Requirements

Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment E). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

2.12 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

2.13 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly arises in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

2.14 Payment for Services

- A. **Payment Terms** – Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the Court for its review a payment request in a form agreeable to the Court. The pay request shall be accompanied by such supporting documentation as required by the Court. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.
- B. **Travel Expense Reimbursement** – All travel expense costs must be included in the Vendor's fixed price cost. The Court will not make a separate payment for reimbursable expenses. Per Force Majeure, The Court shall not be liable for additional travel costs incurred due for any reason outside the Court's control.

2.15 Termination

2.15.1 Termination of this Agreement for Cause - The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

2.15.2 Termination of this Agreement for Convenience - The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

2.15.3 Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

2.16 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

2.17 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

2.18 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

2.19 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final acceptance of the product by City Court.

2.20 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor's expense, at termination or expiration of this contract.

2.21 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

2.22 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

2.23 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City Court/City Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

2.24 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

2.25 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing, Kris Goranson, and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

2.26 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

2.27 Period of Agreement

The term of any contract resulting from this solicitation will be a one year contract with options to renew which includes a multi-year maintenance agreement.

This Contract shall terminate at such time, if any that the City-Parish Metropolitan Council fails to appropriate sufficient sums in the budget year for which the Contract applies to pay the amount due.

2.28 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of signature.
4. The above requirements apply to all RFP addenda.

2.29 Reserved Rights

The City-Parish reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the City-Parish, best meets the City-Parish's needs. The City-Parish also reserves the right to negotiate with potential Vendors so that the City-Parish's best interests are served.

2.30 Trademarks

The City-Parish warrants that all trademarks the City-Parish requests the Vendor to affix to articles purchased are those owned by the City-Parish and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City-Parish.

2.31 Right to Request Additional Information

The City-Parish reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.32 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. The cost must be included in the base proposal.

2.33 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the City-Parish's intent to procure that software solution that meets that long term criteria of the City-Parish. The City-Parish, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The City-Parish requires that Vendors agree for a period of (3) years from the date of the Vendor's proposal response for Vendor proposed components which are not included in the City-Parish initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual Consumer Price Index (CPI-W) adjustment for the South region or 3%, whichever is less.

2.34 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

2.35 Turnkey Solution

All prices quoted must include all hardware equipment, software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City-Parish reserves the right to purchase hardware separately.

2.36 Purchase Quantities

The City-Parish reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.37 Scope of Agreement

Parties agree to be bound by scope of the services as outlined in the final contract.

2.38 Professional Services Warranty

- A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.

- C. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.
- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.
- G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.

2.39 Entire Agreement Clause

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

2.40 Identification of Parties to the Agreement Clause

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

2.41 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and nonmaterial nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

2.42 Limitation of Liability

A. Limitations. If Client should become entitled to claim damages from Vendor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Vendor will be liable only for the amount of Client's actual Direct Damages. In no event, however, will Vendor be liable to Client (in the aggregate for all claims made) for more than:

- i. 1.25X the Value of the Agreement to the extent the Client's actual Direct Damages are a result of the failure to gain Conditional Acceptance or Final Acceptance of Phase I or Phase II Software (as such Phases are defined in the Project Scope and Requirements) up until Client's Conditional Acceptance or Final Acceptance of Phase II Software, as the case may be; or,
 - ii. Following Final Acceptance of Phase II Software, 1X the Value of the Agreement for the Client's actual Direct Damages that are a result of any other claim brought under the Agreement that arises thereafter. For avoidance of doubt: (a) "Value of the Agreement" shall mean the one-time charges hereunder for implementation services and Software licenses, but excluding ongoing charges such as maintenance, (b) failure to gain Conditional Acceptance does not include a decision by the Client to not put the Software in production following successful User Acceptance Testing, and (c) at no point will clause (i) and (ii) be cumulative; 1.25X will apply through Final Acceptance for Phase II, and thereafter will be reduced to 1X.
1. No Liability for Certain Damages. In no event will Vendor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Vendor under the Contract be liable for: (i) any damages arising out of or related to the failure of Client or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations under Section 5.3; or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages.
 2. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees. The limitations of liability set forth will survive and apply notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

2.43 Freedom of Information Act

Vendor acknowledges that Client is subject by law to responding to all FOIA requests. Vendor shall comply with the FOIA in all respects and shall not restrict or otherwise inhibit Client from complying.

2.44 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party

and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or I information that is subject to Public Records requests.

2.45 Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Louisiana "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

2.46 Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Note that if Vendor anticipates missing a due date, then Vendor must notify Client immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this License are as follows:

Vendor

<Address>

2.47 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

2.48 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

2.49 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within ten (10) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within ten (10) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

2.50 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

2.51 Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the Client, the

Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

2.52 Incorporation by Reference

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor's response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

2.53 Risk During Equipment/Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. Minor variances from this implementation schedule may be permitted subject to as mutual agreement by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

2.54 Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit. In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims. Should a court order be issued against the Client restricting the Client's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested product(s), or
- B. Provide substitute products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

2.55 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

2.56 Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to Client by Vendor. In the event that an employee of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

2.57 Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the City-Parish's Mayor-President or designee and the Vendor.

2.58 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications,

enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

- B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software or Equipment, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Vendor shall have the sole and exclusive right to select and retain counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.
- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Vendor, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that Client is relying on Vendor's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
- F. Vendor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

2.59 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and Client are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits – Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits – Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business Week
- Penalty for not adhering to time limits – Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

2.60 Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Annual Support are kept current.

2.61 Final Acceptance of the System

The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

2.62 Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the Client.

2.63 Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the City-Parish’s Mayor-President or designee. Vendor will limit and direct any of its advertising on the

Client's premises and shall make arrangements for such advertising through the City-Parish's Mayor-President or designee. Vendor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the City-Parish's Mayor-President or designee has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

2.64 Password Security

The Vendor warrants that no 'back door' password or other method of remote access into the software code exists. The Vendor agrees that any and all access to any software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

2.65 Non-Performance Escalation Procedures

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) commence suit in the Parish of East Baton Rouge, (f) invoke the Termination clause herein.

2.66 Replication of Software

Client shall have the right to copy Software for back up or disaster recovery. Client also shall have the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the Support Agreement made a part of the final contract or warranties therein.

2.67 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client, that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

2.68 Annual Maintenance and Support Fees

Support fees shall not be increased by an annual average percentage greater than the annual CPIW for the South region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Annual increases for maintenance and support shall not exceed the general Consumer Price Index (CPI). The Vendor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the Vendor's "standard" increase is 2%, the City-Parish will be invoiced for the 2% increase.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

The City-Parish may cancel maintenance upon 90-day notification to the Vendor.

Maintenance may be reinstated by the City-Parish at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The City-Parish shall not be forced to move to new license models to pay upgrade fees.

The Vendor shall give the City-Parish at least 12 months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The City-Parish may remove unused licensed software without a corresponding reduction in maintenance/support.

2.69 Disclaimers and Limitations of Remedies

- A. Except as specifically stated in the Warranty section of this Agreement, the Software is Licensed "as is" without warranty of any kind, other than expressed or implied herein, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vendor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Vendor or its agent has been advised of the possibility of such damages. The maximum liability of Vendor for all damages from any claims shall not exceed the License, services, and support fees paid to date by Client to Vendor, unless as otherwise stated herein.
- B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of the Parish of East Baton Rouge, Louisiana.

2.70 Source Code

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Client at no additional cost to Client). The Source Code shall be kept current with the releases / version of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the vendor goes out of business or no longer supports the software being licensed. The same applies if the Vendor is merged or acquired and the software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

2.71 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Vendor. Vendor agrees to provide a written Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee

incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the Client. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

2.72 Video Taping

Client reserves the right to video and/or audiotape any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such tapes shall be strictly for Client staff training purposes.

2.73 Major Releases/Upgrades

Client shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a “minor” or major” nature, of Vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in the final contract.

2.74 Solution Longevity

The Vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor’s company or products will not affect the Client’s implementation or support.

2.75 Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture)(“Successor Products”) with substantially similar functionality to the Vendor software products licensed by Client (“Licensed Products”) within ten (10) years of contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, Client shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

2.76 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the City-Parish or any member of his/her immediate family.

2.77 Subcontracts

The Consultant agrees not to subcontract any of the work required by this Agreement without the prior written approval of the City-Parish’s Mayor-President or designee. The Consultant agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

2.78 Changes in Agreement

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and the City-Parish Metropolitan Council, where applicable. Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

2.79 Intellectual Property

Software ownership. All information, data, programs, publications & media created specifically for and paid for by the Client or as a result of the Work identified in this Contract is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

2.80 Funding Out

This Contract shall terminate at such time, if any, that the City-Parish Metropolitan Council fails to appropriate sufficient sums in the budget year for which the Contract applies to pay the amount due.

2.81 Use of Licenses by Personnel Who Are Not Employees

City-Parish consultants, contractors, external customers, and business partners may access the licensed software.

2.82 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the City-Parish's primary location or for testing at the disaster recovery site.

2.83 Right to Outsource

Software licensed to the City-Parish may be used by a third-party vendor hired by the City-Parish.

2.84 Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse the City-Parish for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

2.85 Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present Contract term, whichever is longer.

2.86 Functionality Replacement

The Client maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or re-bundled.

2.87 Wording Conflicts

Should there be a conflict in wording between the Contract and the Proposer's RFP response, the RFP response shall prevail.

2.88 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Contract with the selected Vendor.

2.89 Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the Client that all vendors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

All vendors shall, as a condition of providing goods and services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that a vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to the Client for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the Client shall be regarded as a material breach of any contract between the Client and the Vendor, and the Client may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a Vendor providing goods and services by contract to the Client, or any employee of a subcontractor of a Vendor providing goods and services to the Client by contract, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the Client for a period of five (5) years from the date of such finding.

PART III. PROPOSAL GUIDELINES

3.1 Schedule of Events

Item	Anticipated Schedule
1.RFP formally published	March 17, 2021
2.Pre-Proposal Conference	April 7, 2021 (1:00 PM)
3.Deadline to receive written inquiries	April 13, 2021
4.Deadline to answer written inquiries	April 21, 2021
5.Proposal Opening Date (deadline for submitting proposals)	April 30, 2021 (2:00 PM)
6.Oral discussions with proposers	May 17, 2021 – May 21, 2021
7.Notice of Intent to Award	May 27, 2021
8.Contract Initiation	June 2021

NOTE: The City-Parish reserves the right to deviate from these dates.

3.2 Proposal Submittal

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name:	Baton Rouge City Court Case Management System
Solicitation No.:	20008-A21-02
Proposal Opening Date & Time:	April 30, 2021, 2:00 PM

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
Attention: Kris Goranson, Director
City Hall
222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
Attention: Kris Goranson, Director
P.O. Box 1471
Baton Rouge, LA 70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

3.3 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. Seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer’s confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, City Court authorized personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any

specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

3.4 Proposal Clarifications Prior to Submittal

3.4.1 Pre-Proposal Conference – A non-mandatory pre-proposal conference will be held on April 7, 2021, from 1:00 PM – 3:00 PM at the City Court of Baton Rouge, 233 St. Louis St., Room 348, Baton Rouge, Louisiana, 70802. Prospective proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal is strongly encouraged to have at least one duly authorized representative attend the pre-proposal conference. A conference bridge will be available for vendors to participate remotely by dialing (800) 504-8071, access code 3893094 (followed by #).

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the official answer or position of the City-Parish will be stated in writing in response to written questions.

3.4.2 Proposer Inquiry Periods – An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events (Section 3.1). Initial inquiries shall not be entertained thereafter.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing Kris Goranson during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive

proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Kris Goranson, Director
Purchasing Division
City Hall
222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70801

Or

P.O. Box 1471
Baton Rouge, LA 70821

E-Mail: RFPA2102CCCMS@brla.gov Phone: (225) 389-3259 / Fax: (225) 389-4841

3.5 Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

3.6 Performance Bond

There is no performance bond required or requested within this request for proposal.

3.7 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 3.2. Such shall meet all requirements for the proposal.

3.8 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing at the address listed in Section 3.4.

3.9 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

3.10 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive any informalities contained in any proposal.

3.11 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

3.12 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

3.13 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

3.14 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

3.15 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole

point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.16 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

3.17 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment F. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

3.18 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

Implementation of the new CMS will include the ability to integrate and/or interface with other governmental departments and agencies. These interactions shall be compliant with current federal data dictionary and data exchange standards (i.e. GJXDM/NIEM standards). It shall also meet the functional requirements established by the Court, including adherence to fiscal requirements, such as Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) statements, and City of Baton Rouge Finance Department Policies and Procedures.

Vendor proposals shall include cost estimates that assume installation and implementation of the CMS in phases as necessary, and shall include a proposed deployment schedule that specifically describes the timeline, implementation strategy, costs, and other resources expected to be contributed by the Court personnel. The successful vendor will be required to adhere strictly to the negotiated budgetary levels and deployment schedule, as dictated by City-Parish Finance and Purchasing rules, policies, and guidelines. Responses to this RFP should include proposing a team that will lead this project through all phases of the definition and implementation lifecycle, including project leadership tasks, detailed requirements analysis, software and hardware installation, and any necessary modifications, conversion, interfaces, testing, training, documentation, implementation, and post implementation support.

3.20 Location

The location(s) where the work/delivery/service is to be performed, completed and managed is Baton Rouge City Court, East Baton Rouge Parish.

PART IV. PROPOSAL RESPONSE

4.1 Proposal Response Format

To facilitate the analysis of responses to this RFP, the vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format and order of presentation (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* It is desirable that all questions answered be in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
A	Executive Summary
B	Table of Contents
C	Company Background and Qualifications
D	Application Software
E	Technical Infrastructure
F	Vendor Hosted Option
G	Implementation Plan and Training
H	Staffing Plan
I	Ongoing Support Services
J	Functional System Requirements Response Sheet
K	Client References
L	License and Maintenance Agreements
M	Exceptions and Deviations
N	Other Required Forms and Attachments
O	Cost Proposal
P	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet (Attachment G). Costs should include the complete costs for the solution including travel and operation costs. Use additional pages as needed.

A. Executive Summary (Section A)

In a cover letter format not to exceed two (2) pages, the letter should contain a summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish/City Court. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. Table of Contents (Section B)

The proposal shall contain a Table of Contents organized in the order cited in the format contained herein.

C. Company Background and Qualifications (Section C)

In addition to providing responses to the following items, the Vendor must complete the Company Background Form (Attachment H section 1) and Bidder's Organization Form (Attachment H section 2).

Vendors must provide information about their company so that City Court can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (*e.g.*, past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statements of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use subcontractors on this project, please provide background information on each subcontractor, Vendor relationship with that firm, and the specific services and/or products

that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City-Parish/City Court has the right to approve all sub-contractors of the Vendor at any time.

D. Application Software (Section D)

The Vendor is required to provide a general description of the application program product and how it will meet the requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. Present innovative concepts, if any, not discussed above for consideration.
6. For third party products proposed that are integrated with the Vendor's solution, provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
 - b. Extent to which this third-party product is integrated with the Vendor's solution.

E. Technical Infrastructure (Section E)

The vendor shall provide the information described in this section, which will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the City-Parish and City Court as described under "Current Technical Environment" in section 1.3.D.

In addition to providing responses to the following items, the Vendor must complete the Technical Requirements Form in **Attachment H section 3** of this RFP, and include it in this section of the response.

As the City Court is contemplating a City Court-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

1. Hardware and Storage Environment
 - a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of City Court, application modules, database size, and anticipated growth, must be provided.
 - b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g., Microsoft Virtual Server, Vmware) and application accelerators and note what Vendors you partner with or recommend and/or support.
 - c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (case numbers, case charges, dispositions, etc.)

2. Software/Interfaces

- a. Describe how your proposed system will relate to current software and interfaces (Attachment B).
- b. Describe your application platform and list any possible conflicts with the Microsoft environment.

F. System Hosting Preferences:

The Courts existing Court Management System has been locally hosted by the internal IT staff for the past twenty six years and this strategy has become firmly entrenched as our standard business model. Although this model has worked well in the past, changes in technology and services suggest a need for the court to examine this paradigm regarding whether this is the best operational model for the court moving forward. Based on current thought, needs analysis and perception, the court IT group is seeking cloud hosted system approach comprised of both locally hosted processing and cloud based elements.

Vendors are encouraged to present the various shared hosting options their company provides and offer an overview and recommendation regarding the benefits and disadvantages of their varying service options. Consideration will be given to security, accessibility, support and uptime availability as well as system resistance to outside penetration, damage to data integrity, resiliency of hardware, software and recovery to catastrophic failure.

Additionally, vendors will be encouraged to describe the nature and type of data access privilege EBR City Court IT staff will be allowed as it relates to the ability to create reports and ad-hoc queries against the database. Potential system providers will also be asked to describe what type third party API's, reporting and query tools will be allowed to access the core database. Finally, candidates will be asked to describe their approach in working with other services such as financial payment systems, collection agencies, banks and other third party service providers.

The Court's internal IT staff as well as City-Parish Information Services are trained primarily in the Microsoft Environment so there is a preference for Microsoft based solutions. However, other operating systems and databases will be considered, especially regarding remotely hosted features.

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **Attachment H section 4** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including; hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City Court's network and bandwidth, and any partners that may be involved in serviced deliver.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response time and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **logical security**, including: firewall security, authentication controls. And data encryption capabilities.
6. Please describe your **change management**, upgrade, and patch management policies & practices.
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.

8. Describe how you will help City Court move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

G. Implementation Plan and Training (Section G)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project 2010 or later, that details how the proposed solution is to be implemented. Please also include a copy of the project in PDF format. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response, if the Vendor feels that additional elements may add value to the overall implantation. City Court requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendor's proposed implementation plan are included in the following subsections.

General Implementation Approach – (Section G1)

Provide a general overview of the implementation approach you plan to use for City Court that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

Project Management Approach – (Section G2)

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form in Attachment H section 5** of this RFP, and include it in this section of the response.

City Court expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City Court's designated project manager ("PM"). It is expected that this project manager will be "on the ground" with the City Court PM. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, City Parish would expect responding Vendors to adhere to the Project Management Institute's project management body of knowledge (PMBOK) standards as part of this project.

Vendor must provide an overall description of the Vendor's project management approach towards this type of engagement and projected timing for major phases.

Also, provide a high-level work plan for achieving the successful deployment of your proposed system.

Hardware, Software and Storage Design and Installation Consulting – (Section G3)

The City-Parish and City Court usually install the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. Please provide a proposed recommendation for the most effective deployment of hardware, communications, and related equipment.

Additionally, the City-Parish and City Court expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

Data Conversion Plan – (Section G4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist City Court in the conversion of both electronic and manual data to the new system. It is expected that City Court will be responsible for data extraction from the current systems, along with data scrubbing and data pre-processing. The Vendor will be responsible for overall data conversion coordination, definition of file layouts, data import and validation into the new CMS. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the City Court/Parish to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

Report Development – (Section G5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City Court during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the **Report Development Form in Attachment H section 6** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the City Court to identify, specify, and develop required custom City Court reports during the implementation.

Integration and Interfaces – (Section G6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of City Court. Existing City Court interfaces developed to address deficiencies in current CMS are not included as they are assumed to be included in an integrated CMS.

The Microsoft Excel pricing sheet (Attachment G) contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet (Attachment G).

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately.
2. Describe your approach towards integration with other solutions including use of specific tools, methods, and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City Court and City Parish's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City Court and City-Parish.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new versions/releases of your software?
6. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired City Court application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet (Attachment G).

Training – (Section G7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form in Attachment H section 7** of this RFP, and include it in this section of the response.

City Court intends to explore the advantages, disadvantages, and related costs of two implementation training approaches:

1. End User Training Approach: All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
 - a. End user implementation training will be provided by the Vendor and include joint participation by the relevant City Court team leader supporting the process area in the new software system.
 - b. Technical implementation training will include training for City Court IT staff on the technologies required to support the new CMS.
2. Train the Trainer Approach: The Vendor will incorporate a "train the trainer" approach where only key City Court team leads will be trained through implementation on their modules and then they will train the remainder of the City Court staff in their respective areas.

- a. There would be roughly 8-10 (SME's) for each module including one team lead. This training would be provided at the City Court or City-Parish facility.
- b. Training materials supplied by the Vendor would be used by SME's and team leads for training their staff.
- c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
- d. Technical implementation training will include training only key IT staff to support the new CMS.

The Vendor should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

Change Management Approach – (Section G8)

City Court recognizes that a movement from the current environment to a new solution will present change management challenges for staff and operations. The Vendor should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

Testing – (Section G9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City Court related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

Operational Redesign Approach – (Section G10)

With the deployment of a new application, City Court wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a City Court redesign of the processes to best leverage the capabilities of the system in order to meet City Court's overall case recording, tracking, and reporting objectives.

System Documentation and Manuals – (Section G11)

The Vendor is expected to provide user manuals and online help for use by City Court as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.

2. Describe what types of documentation you anticipate developing during the course of the project.

Disaster Recovery Plan – (Section G12)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

Knowledge Transfer – (Section G13)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City Court staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

H. Staffing Plan (Section H)

In addition to providing responses to the following items, the Vendor must complete the **Staffing Plan Form in Attachment H section 8** of this RFP and include it in this section of the response.

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City Court staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

I. Ongoing Support Services – (Section I)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form in Attachment H section 9**

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support
 - d. Help Desk services (if there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. User's group (e.g. information about it, where it is held and when. If no, are you planning one?)
 - g. Online knowledgebase (e.g. – how it is accessed, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

J. Functional System Requirements (Section J)

Responses to the requirements referenced in Parts V - Functional Requirement of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet (Attachment C) provided

and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet.

K. Client References – (Section K)

The Vendor must provide at least two references from courts with at least one that is similar in size and complexity to City Court. The format for completing the Vendor references is provided in Attachment H section 10 of this document. In addition, City Court requests a listing of all municipal clients.

L. License and Maintenance Agreements – (Section L)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (e.g. hardware, software, operation system, database, etc.). Indicate the basis on how licenses are determined.

M. Exceptions and Deviations – (Section M)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

N. Required Attachments – (Section N)

Please provide all other required forms in this section:

- a. Bidder's Organization
- b. Proposal Signature Form
- c. Non-Collusion Affidavit
- d. Contract terms and conditions compliance checklist
- e. Contract terms and conditions compliance checklist – Exception explanation
- f. Minimum Criteria
- g. Pricing Schedule
- h. Insurance Requirements

O. Cost Proposal – (Section O)

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet (Attachment G).

- City Court will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
 - The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
 - In the event the product or services is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
 - In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid".

- Vendors shall provide all pricing alternatives in these cost sheets.
 - Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for “server” or “client,” as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services.

City Court prefers that Vendors provide separate prices for each item in the proposed solution. However, the Vendor is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to City Court.

City Court reserves the right to pursue direct purchases of all items and services proposed, as well as to obtain independent financing.

P. Addenda – (Section P)

Include all original, signed copies of addenda in this section.

4.2 Number of Response Copies

Each Proposer shall submit one (1) signed original complete response and one (1) electronic copy on a CD or USB Flash Drive. Ten (10) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such – “REDACTED COPY” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

The first page of the original proposal should be marked “Original” and the first page of the copies should be marked “Copy.” The electronic proposals should also include the following files:

CMS Selection – Specifications.xlsx
 CMS Selection – Pricing Forms.xlsx
 CMS Selection – Vendor Forms.docx

An electronic copy of the Vendor proposal response shall include the complete specifications and pricing worksheets that have been provided in Microsoft Excel.

4.3 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

PART V. FUNCTIONAL REQUIREMENTS

5.1 Functional Requirements – Objectives

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of City Court in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet (version 2003) are a number of requirements that must be addressed by the vendor's proposal.

5.2 Functional Requirements – Response

These requirements are considered mandatory in implementing the complete solution as defined in PART IV Section J. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City Court's current and future data needs. Vendor must replace text on top of page 1 of the Functional Requirements (Attachment C) with Vendor's Company name.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City Court:

"4" – Essential:	This would be a feature that City Court feels is an essential requirement to meet the business needs which City Court already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e. spreadsheet, document, external database, etc.)
"3" – Should have:	This is a feature that City Court feels is important and impacts Court's business
"2" – Would like to have:	This is a feature that City Court would like to have. It is desirable but less important with minimum impact on Court's business
"1" – Would like to have – future	This would be a feature that is of interest, and could be potentially obtained in a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the "**Availability**" column of each form as follows:

Y	<u>Compliant</u> – Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or
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	configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution
N	<u>Non-Compliant</u> – Functionality is not provided
P	<u>Partially Compliant</u> – Partial Functionality is provided. However, the requested feature can be provided through modifications/customization to the application.
T	<u>Third Party Tool</u> – Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal and detail of system functionality.
D	<u>In Development</u> – Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.

Use the **Cost** column for “P,” “T,” or “D” responses to estimate the cost to be incurred by the City Court to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

Vendors proposing a multi-product solution must include details the system functionality.

PART VI. EVALUATION

Responses to this RFP will be evaluated by a committee consisting of various process owners within the City-Parish. The City-Parish’s intent is to acquire the solution that provides the best value to the City-Parish and meets or exceeds both the functional and technical requirements identified in this RFP.

The City-Parish will be using the following process to reach a finalist Vendor decision:

6.1 Minimum Criteria

As part of the Vendor’s RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor’s response from further consideration:

- **Response Timeliness**
RFP response is submitted by the due date and time.
- **Minimum Client Software Installations**
Must have at least two current installations of their software with court clients; one which is similar in size to Baton Rouge City Court.
- **Response Authorization**
The RFP response contains an original signature signed by a company officer on the Proposal Signature Form.
- **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City-Parish’s Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.

- **PCI Compliance**

Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.

- **Compliance with Federal and State Laws**

The Vendor shall certify in its Proposal that, as of the Proposal submission date, Vendor is compliant with the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, the prohibition against having scrutinized business operations in Sudan or Iran, and section 6(j) of the Federal Export Administration Act. Vendor further agrees to comply with the Legal Sample Workers Act, as applicable, if selected for award. Finally, Vendor's response shall certify that any agreement resulting from this solicitation will include these requirements.

- **City-Parish's Standard Master Agreement**

The Vendor shall negotiate in good faith with the City-Parish to finalize the Master Agreement (PART II and Attachment D)

- **Specification Response Format**

Vendors must send the appropriate number of copies as identified in section 4.2 (Ten (10) copies).

6.2 Round 2 Evaluation

For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

General Vendor	110
Functional Requirements	475
Technical Requirements	290
Implementation Requirements	150
Cost	175
<u>Total</u>	<u>1200</u>

6.3 Round 3 Evaluation

The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

Functionality	300
Technical Requirements	200
Ability to Deliver	205
Investment and Costs	150
Service and Support	200
Vendor Viability	185

Vision	100
Other Value Added	100
<u>Total</u>	<u>1440</u>

The City-Parish will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City-Parish over the long-term.

PART VII. PROJECT SCHEDULE AND ACCEPTANCE

7.1 Project Schedule and Acceptance

Vendor will develop a detailed Project Schedule that details both Vendor and Client's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the Effective Date. In the event Vendor is unable to provide the Project Schedule within thirty (30) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

7.2 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedules.

A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within ten (10) Business Days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of ten (10) Business Days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft" of the written deliverable (the "Acceptance Period"). Client agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. "Specification" means the Project Scope and Requirements and any other written specifications delivered to the Client by the Vendor during the

course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation, the Specifications will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the “Acceptance Tests” or “Acceptance Testing”).

1. The “Acceptance Test Period” for each Software Deliverable will be ten (10) Business Days unless an alternate time is mutually agreed upon between Vendor and Client. The Acceptance Test Period for each Software Deliverable will start within five (5) Business Days, unless an alternate start date is mutually agreed upon by Vendor and Client, after the Software Deliverable is installed at Client’s designated site and Vendor has successfully completed Vendor’s installation test and notified Client that the Software deliverable is “Ready for Acceptance Testing.” Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment, and according to the Project Scope and Requirements.
2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for retesting. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor.

In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.

3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the “Punch List”). Client will have ten (10) Business Days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this Part IV will be repeated for the remaining Defects on the Punch List.
4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.

C. “User Acceptance Testing” shall mean testing of each Phase using the process defined under Part IV – Section 4.1G9 above; provided, however, the Acceptance Test Period will be thirty (30) calendar days unless otherwise mutually agreed.

D. “Conditional Acceptance” will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.

E. “Final Acceptance” involves use of the Solution in totality in production operations for a period of sixty (60) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a “Final Acceptance” of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

PART VIII. FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

8.1 CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran’s Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

8.2 ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

8.3 CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

8.4 ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8.5 CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

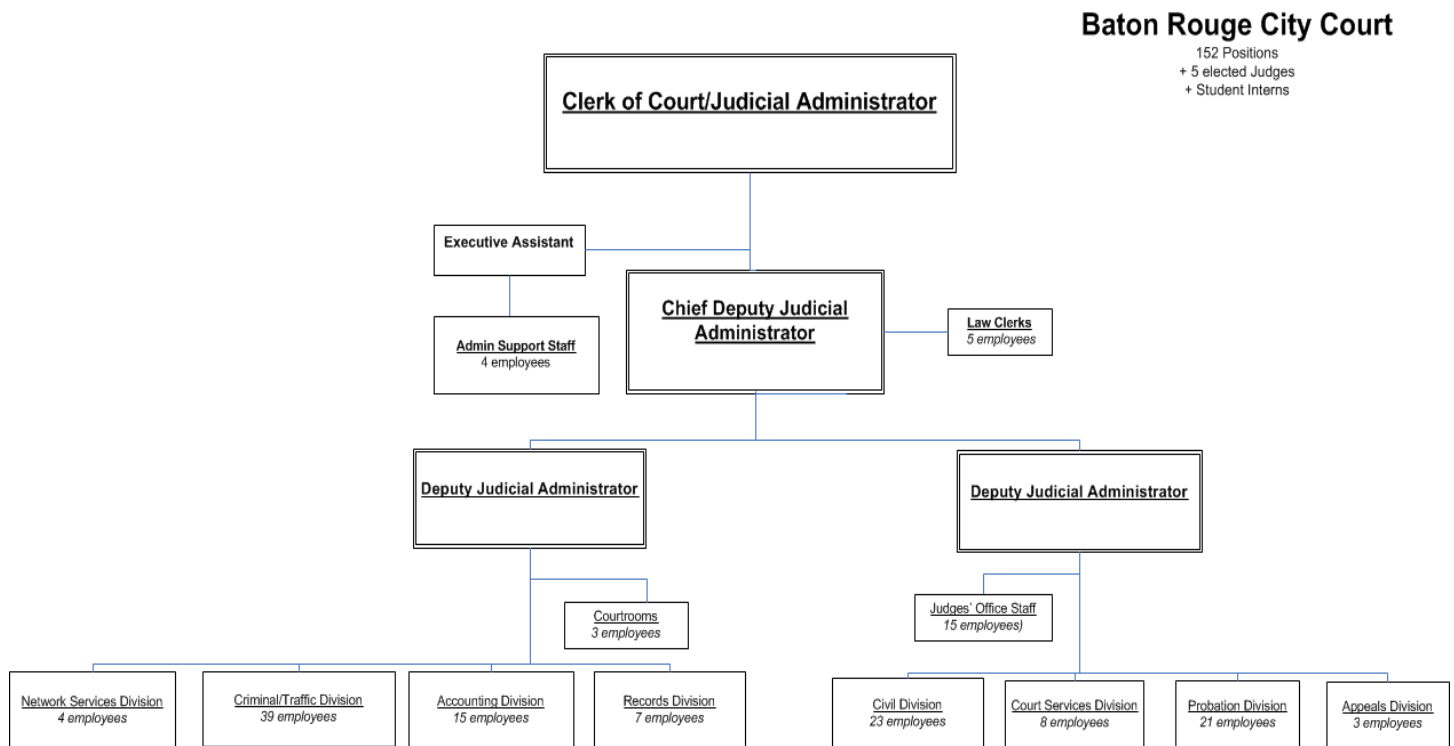
8.6 ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

PART IX. ATTACHMENTS

- A Organizational Chart**
- B List of Interfaces**
- C System Functional Requirements**
- D Sample Contract**
- E Insurance Requirement**
- F Price Schedule**
- G Excel Pricing Spreadsheet**
- H Proposal Forms**
 - 1. Company Background Form**
 - 2. Bidder's Organization**
 - 3. Technical Requirement Form**
 - 4. Vendor Hosting Form**
 - 5. Project Management Approach Form**
 - 6. Report Development Form**
 - 7. Training Form**
 - 8. Staffing Plan Form**
 - 9. Ongoing Support Services Form**
 - 10. Client Reference Form**
 - 11. Proposal Signature Form**
 - 12. Non-Collusion Affidavit**
 - 13. Terms and Conditions Compliance Checklist**
 - 14. Terms and Conditions Exception Explanations**
 - 15. Minimum Criteria**

Attachment A – Organizational Chart



Attachment B – List of Interfaces

1. GISMO – Parking. (General Information) City police handheld units gets downloaded to file server. We go onto file server & create export file which we “move” to Justice file server then create sde file & import into Justice - daily
2. GISMO – traffic (General Informations) - City Police handheld units gets downloaded to file server. Export delivered nightly data to secure location & imported into Justice – daily
3. City Police – CPDATA - criminal/dwi cases. File posted to FTP site by city police, move file to Justice server, create sde file & import into Justice – daily
4. DMV - registered owner info - post requesting file to FTP site, DMV will post the return file to FTP site which we move file to Justice server, create sde file & import into Justice – weekly
5. Parish Atty on-line driving school - post eligibility file to their FTP site – weekly; download completion file to Justice file server, create sde file & import into Justice – weekly
6. On-line payment - website queries justice for eligibility, allows payment or gives error – 5 Point. - creates payment file. We send an eligibitly list. After payment file is created, we move file to Justice server, create sde file & import into Justice – daily
7. Income tax garnishment - create request file & post to state’s MOVEIT site – yearly. Payments received & processed individually when received (connect with La Department of Revenue/IRS)
8. Data entry used by court employees - this used because users do not like wizard nor facility. Create sde file & import into Justice- as needed (should be part of new system)
9. Summons - court employees uses this as mass data entry of service info. Entity number is used to “add” service info to proper summons entity. Create sde file & import into Justice – as needed/ daily (should be part of new system)
10. Warrants - post outstanding warrant info to FTP site for city parish IS to combine with Sheriff’s office warrants for one file & used on website – Nightly
11. Docket Boards –_export docket so station will show “today” docket – nightly
12. La Supreme Court - export convictions(Criminal, DWI, Traffic), Traffic/DWI suspension request and suspension recall, as data file & post to FTP site. Information is then forwarded by La.Supreme Court to DMV. –daily
13. Outside Agencies - export data – list of ticket convictions – uploaded to their website – monthly – Explore; Driver History; LexisNexis
14. Ticketbook - tracking of ordered ticket books that was forwarded to city police. Create sde file of a large range do numbers (usually matches what was ordered). Import into Justice...tb division. – yearly or when printed tickets are ordered
15. Misc - run lists, stats for various 60epts./agencies/public requests. Usually as PDF/excel/txt files.
16. Searchable Web Page of City Court Warrants and Docket/Inmate/Warrant compare Utility - Currently a copy of all warrants are exported out on a nightly basis. That information is loaded into an Access database and provided to Information Services and in turn is loaded into a SQL Server database which post active warrants on the Courts Web page.

17. The Docket/Inmate/Warrant Compare Utility - creates a second table in the warrant export database consisting of docket information for a given court date, additionally a third table is created from a nightly import of jail inmate information. There is a series of about sixteen queries which compare the docket records first to warrants and inmates using criteria's such as matching social security numbers, DOB/lastname, lastname(like)/firstname (begins with), and so on. The criteria's have been tweaked for several years and it is pretty accurate. The matches are liberal and a user makes the determinations if the matches are valid. The system is weighted by design to false positives although they are actually not many.
18. Court Agencies - ability to connect to 19th Distrcit Court; Family Court; EBR Clerk of Court; Baker City Court; Zachary City Court
19. City Police - Final Disposition: ability to send final disposition to City Police electronically
20. Finance - ability to link for payment voucher – refunds, civil suspense fund balances to the City-Parish system of record (Munis).
21. Coroner's Office - ability to search and find if any warrants can be cleared because defendant has died.
22. DMV - Driving Record – ability to link with DMV – obtain driving record and attach to case.
23. State Police - Rap Sheet – ability to link with State Police – obtain State Rap Sheet and attach to case. Capture SID # to case.
24. Schools – CSW - ability to register for school(s) on-line and acceptpayment. School assignment can be determined by data in system. User to have ability to override and add as needed.
25. Drug Lab - ability to relay test results into case management system - Paracelsus
26. City Police Evidence - ability to notify when entire case(s) are closed when evidence is present
27. LSU Police - ability to data exchange with LSU Police incidents (similar to City Police)
28. LA DRIVE - (Prosecutor) ability to link with LA DRIVE for Prosecutor to download DWI Documents; reports; videos.
29. Parish Prison - ability to link with Parish Prison for transfer for commitments automatically
30. Constable Jail Management/Garnishment systems - ability to link with Jail Management and Garnishment system
31. City Police Accident - (Prosecutor) ability to link with City Police Accident system (Crash report)
32. City Parish – GIS Database - ability to link to the City Parish – GICity Limit Database – to see if address is inside/outside the City of Baton Rouge
33. EBR Sheriff - Bond/Payment System – ability to link to EBR Sheriff Bond/Payment system – to send/receive bonds, payments, dispositions.
34. Public Defender - ability to link to Public Defender – to send notifications, dispositions, etc.
35. ESRi GIS - ability to connect to City-Parish's gis system for location based queries
36. Kiosk – Payment – to pull any payment due and ability to pay directly to system

Baton Rouge City Court - Case Management System

Attachment C – System Functional Requirements

Replace this text with Vendor Name in the the first module	
Code	Availability Definitions
Y	<u>Compliant</u> - Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
N	<u>Non-Compliant</u> - Functionality is not provided.
P	<u>Partially Compliant</u> - Partial Functionality is provided. However, the requested feature can be provided through modifications/customization to the application.
T	<u>Third-Party Tool</u> - Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal and detail system requirements
D	<u>In Development</u> - Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.

CASE INITIATION

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to have multiple defendants on a case with a single case number	4				
2	Ability to partially initiate a case and flag (tickler) for completion - case screen with payments-Civil/Partial Payment	4				
3	Ability to designate a judicial division	4				
4	Ability to assign a unique case number automatically using locally defined format and managed by authorized users	4				
5	Ability to assign a unique case number manually	4				
6	Ability to assign parties to a case such as: judge, prosecutor, public defender, attorney, or other court resources at case initiation	4				
7	Ability to create case jacket labels	4				
8	Ability to link and maintain multiple cases for the same individual (or unlink)	4				
9	Ability to enter and maintain current and historical addresses with effective dates, including electronic mail addresses and telephone numbers for texting	4				
10	Code based descriptions based on existing codes (local statute instead of state statute codes)	4				
11	Ability to enter only valid dates	4				
12	Ability to defer/no-cost filing fee at time of filing based on type of filer (e.g.Government, Pauper, etc.)	4				
13	Ability to have audit trails on all entries	4				
14	Ability to enter statutes/ordinances that is locally defined with effective dates and managed by authorized users	4				
15	Ability to link local statute codes to state statute codes (for sending to La.Supreme Ct/DMV)	4				
16	Ability to enter charge modifiers. (e.g. amended, reduced, etc.)	4				
17	Ability to modify charge/case disposition (e.g. 894/892.1 applied/not applied)	4				
18	Ability to add new person when the person doesn't already exist on the system	4				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

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Baton Rouge City Court - Case Management System

CASE INITIATION

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
19	Ability to assign multiple parties to a case – unlimited parties	4				
20	Ability to assess multiple fees based on a single action or docket code	4				
21	Ability to provide unique identifiers for each participant (e.g. Attorney, Police Officer, Bonding Co, etc.) and allow for secondary identifier	4				
22	Ability to dispose all case types and charges	4				
23	Ability to designate case type	4				
24	Ability to transfer information, money, images from one case to another	4				
25	Ability to store and use demographic data of case participants	4				
26	Ability to capture/store the tracking numbers of other justice agencies(SID, Arrest #, etc.) & must be searchable	4				
27	Ability to define associations between participants (e.g. witness for Prosec, interpreter, etc.)	4				
28	Ability to enter one statute per count	4				
29	Ability to apply roles of each party on a case (e.g. Prosec witness; victim, witness for def, etc.)	4				
30	Ability to include unlimited number of identifiers but not limited to name, DOB, aliases, last name, business name, business, DBA, driver's license, SSN, other government ids	4				
31	Ability to randomly assign (case weighting system) judges to cases based on local defined rules and managed by authorized users	4				
32	Ability to randomly assign judges for Recusal Orders	4				
33	Ability to link and maintain multiple charges per individual (or unlink)	4				
34	Audit trail for all add, modify and deletes	4				
35	Ability to search all using wild card and soundex lookups	4				
36	Ability to configure notifications/data validation rules (flags, alerts, errors) which may be attached but not limited to case, party, charge, location, action, etc. with appropriate prompts, errors, messages, alerts, etc. and be added/managed by authorized users	4				
37	Ability for authorized users to change the case number and maintain an audit trail	4				
38	Ability to designate case filing type (in addition to case type)	4				
39	Ability to provide alert when same case caption (civil) is entered (eliminate file duplication)	4				
40	Ability to provide a user defined case initiation screen (custom data entry screen)	4				
41	Ability to assign multiple party types - law enforcement officer, attorneys(and designate lead counsel), bond company, etc. per case	4				
42	Ability to assign fees based on when assessed in court	3				
43	Ability to apply case confidentiality at case initiation (sealing a case)	3				
44	Ability to take pre-case information and apply to another case (e.g. party info, charging info, etc.)	3				
45	Ability to delete a case leaving an audit trail	3				
46	Ability to create default values/data for all data entry screens - managed by authorized users	3				

Priority:

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Baton Rouge City Court - Case Management System

CASE INITIATION

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
47	Ability to support multiple roles for participants (i.e. wit for def and pros on same case)	3				
48	Ability to identify if case was an e-file case	3				
49	Ability to add a person or a business as a party to a case and allow for long business names (unlimited characters)	3				
50	Ability to set indicators that the case needs to be scheduled	3				
51	Ability to link a court activity or court event to a document such as any service (or unlink)	3				
52	Ability to have multiple service addresses	3				
53	Ability to automatically calculate fees based on the filed documents	3				
54	Ability to associate and link multiple alias names	3				
55	Ability to automatically check if that person already exists in the system name DOB SID RACE SEX	3				
56	Ability to create case flows/templates	3				
57	Ability to prepare a report of case history for all case types	3				
58	Ability to mass file cases (e.g. housing authority.-same plt with different def; enter filing date on tr/cr)	3				
59	Ability to support a person identifier carried over from law enforcement agency (arresting tracking number, agency file number, Prosecutor number, Bond power number etc.)	3				
60	Ability to mark a party/address as confidential	3				
61	Ability to utilize code table pull downs whenever possible	3				
62	Ability to support a primary person/group identifier for law enforcement, attorneys, bail bond, schools, CSW agencies, etc.)	3				
63	Ability to change, withdraw attorneys and other participants from cases (with dates for active and inactive), maintaining historical information	3				
64	Ability to allow simultaneous updating participant data on active cases- atty address across cases when changed in attorney table	3				
65	Ability to perform CMS data entry from electronic documents	3				
66	Ability to input data from bar-coded information	3				
67	Ability to conduct review process to ensure acceptability of a case to the court and issue alerts for rejections (e.g. atty bar status, claim amount, jurisdiction, juvenile cases)	3				
68	Ability to have standard text associated with Statute # and customize per incident. Ability to print this on charging document, reports, forms, etc.	3				
69	Ability to upload officers schedules - ID's, work location, vacation, OTA/court date, etc.	3				
70	Ability to maintain separate components for address - House # - Street name	3				
71	Ability to post pleadings to one party but charge fee to another party	3				
72	Ability to possible link and maintain multiple cases out of the same criminal/civil-tro incident (or unlink) & decision authorized by user	2				
73	Ability to apply additional relationship/association to a party (e.g. mother, father, child, etc.)	2				

Priority:

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Baton Rouge City Court - Case Management System

CASE INITIATION						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
73	LASC reporting at case initiation (e.g. protective order, etc.)	2				

Priority:

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Baton Rouge City Court - Case Management System

Replace this text with Vendor Name in the the first module

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JUDICIAL

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to select a different event judge from the case judge	4				
2	Ability to access/manage the electronic docket	4				
3	Ability to access a case	4				
4	Ability to view future dates on a case	4				
5	Ability to link a court activity to a document (documents issued in court)(e.g. service return for court hearing)	4				
6	Ability to send information (ticket/incident, fingerprint, etc.) to Court for Probable cause hearing/set bond and forward to EBR sheriff electronically with confirmation of receipt	4				
7	Ability to capture electronic signature on a signature pad (court notices)	4				
8	Ability to access a virtual calendar from various electronic devices	4				
9	Ability to have access to all stats including COURTOOL STATS (set by court definitions/restrictions)	3				
10	Ability to receive electronic notification from other agencies	3				
11	Ability for judges to generate statistical reports	3				
12	Ability to add notes to a case based on authorized users (e.g. private=judge only, group=assigned group, public=all) and maintained by authorized users	3				
13	Ability to attach files to confidential judge's notes (e.g. documents, scanned images, dictated audio, other notes, PSI with sentence recommendation,etc.)	3				
14	Ability to create or access a Judicial Dashboard - bases on user-defined rights	3				
15	Ability to create and maintain a log of other case administrator activities (e.g. telephone calls, email messages, interviews, etc.) by authorized users using a combination of defined codes and free form text fields linked to a case	2				
16	Ability to create or view report of all cases with no activity (locally defined) by date	2				
17	Ability to maintain links to legal research (Judges/Law Clerks)	2				
18	Ability to view images as OCR and make notes on any document that reappears when judge reviews again - flag document	1				

Priority:

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Baton Rouge City Court - Case Management System

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SCHEDULING

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to schedule cases to a room	4				
2	Ability to schedule cases to a judge	4				
3	Ability to manually assign a judge to a court event	4				
4	Ability to schedule single, related, consolidated, and/or multiple cases - individually or groups (e.g. mass assigning/reassigning)	4				
5	Ability to reschedule blocks of case and notify all parties	4				
6	Ability to generate calendars in both summary and detailed formats such as case #, case title, parties, attorneys, scheduled event-type, time, etc.	4				
7	Ability to schedule by type of event (e.g. ota, evictions, etc.)	4				
8	Ability to do mass reassignment of a group of pending events from one judge, courtroom, or date to another date or variety of dates	4				
9	Ability to set a maximum number of cases that can be assigned to a block schedule (e.g. event type, judge, location) determined by each judge and maintained by authorized users	4				
10	Ability to override the maximum number of cases that can be assigned to a block schedule	4				
11	Ability to assign multiple divisions(judges) and locations(rooms) and outside agencies	3				
12	Ability to assign a judge to an individual court event or to all court events related to a case	3				
13	Ability to assign a recurring block schedule for a specific case-type or event such as DUI, Arraignment, motions	3				
14	Ability to reserve a portion of a block for other use	3				
15	Ability to support scheduling rules including but not limited by case type, judges, day of the week, holidays	3				
16	Ability to schedule related cases at the same time (e.g. def with multiple cases)	3				
17	Ability to provide the next available court date and time for a case before a specific judge	3				

Priority:

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Baton Rouge City Court - Case Managment System

SCHEDULING

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
18	Ability to capture the total number of continuances per case, per judge, per attorney & reason why it was continued	3				
19	Ability to link a judge to an event although the judge is not the presiding judge	3				
20	Ability to set limits on the number of cases scheduled for the same session with the ability to override the limit	3				
21	Ability to search court calendars by name of participant (e.g. judge, attorney, party, etc.)	3				
22	Ability to send email notification (e.g. PD assignments; officer subpoenas; balance due letters, etc.) with confirmation	3				
23	Ability to schedule multi def on same and/or different days with alert when adding	3				
24	Ability to set an event for a past court date	3				
25	Ability to properly show real time data related to an event from the docket	3				
26	Ability to automatically distribute calendars via email/printed copies	3				
27	Ability to identify and resolve conflicts when scheduling a case - (e.g judge,attorney,parties)	3				
28	Ability to create daily, weekly and monthly views of calendars	3				
29	Ability to enter judge or courtroom availability	3				
30	Ability to define specific availability by hours and by day of the week for each judge by authorized users	3				
31	Ability to allow for business rules for continuances as defined by judicial division	3				
32	Ability for attorneys to view calendar online access	3				
33	Ability to docket all court-generated documents automatically (e.g. decision, documents, etc.)	3				
34	Ability to schedule interpreter - interpreter calendar	3				
35	Ability to display assigned Probation Officer when setting for Revocation Hearing and automatically notify Probation Office/Officer of Revocation date	3				
36	Ability to establish block schedules which are specific to various court resources	2				
37	Ability to customize the format of the court calendar (e.g. displayed options, sorts, etc.)	2				
38	Ability to enter and maintain the scheduled date, time or time block, and location (courthouse and courtroom) for an event	2				
39	Ability to select a displayed time slot/session on the online calendar view for greater detail about the scheduled event	2				
40	Ability to view daily, weekly, and monthly schedules online and in printed format, including availablilty and scheduled time slots - flexibility to set up different views and filters	2				
41	Ability to schedule an event over several days	2				
42	Ability to input comments on a judges court calendar	2				
43	Ability to download calendar items into other standard calendar programs	2				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

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Baton Rouge City Court - Case Management System

Replace this text with Vendor Name in the the first module

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COURTROOM

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to select a group of cases at once and enter disposition or docket entry all of them using customize data entry screen with default values	4				
2	Ability to group cases for dispositioning (e.g. mass reassignments, bw, submittals, etc.)	4				
3	Ability to enter/maintain separately each post-adjudication action and related events as part of the case record (e.g. CSW, payments, schools, probation requirements, etc.)	4				
4	Ability to record which participants were involved in a specific court activity (e.g who appeared, ADA, etc.)	4				
5	Ability to provide an electronic check in process for courtrooms/Cr-Tr/Civil duty (e.g.to show who is here, request BW files to be pulled, etc.)	4				
6	Ability to enter complete civil minutes (not just dispositions)	4				
7	Ability to flag the need for an interpreter & view interpreter calender (e.g. for walk-ins-to see if interpreter is in the courthouse)	3				
8	Ability to flag clients who should be drug tested	3				
9	Ability to show payments as case docket entries or events are entered	3				
10	Ability to view multiple defendants future court events (possibility to assign to same date)	3				
11	Ability to have a register of codes and descriptions which has effective (beginning/ending) dates	3				
12	Ability to enter special needs- DV victims, ADA, etc.	3				
13	Ability to link court records (e.g. documents, audio record, orders, transcripts, power point presentations, diagrams, etc.) for retrieval and/or viewing purposes - by authorized users	2				
14	Ability to provide an inactive pending status on a case	2				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

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Baton Rouge City Court - Case Management System

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CASE PROCESSING

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to maintain and track case docket from initial filing to disposition	4				
2	Ability to link/associate multiple docket entries together (Minutes)	4				
3	Ability to maintain a history of all changes	4				
4	Ability to link charges with amended charges	4				
5	Ability to amend charge/case disposition (e.g. 894/892.1 applied/not applied)	4				
6	Ability to produce subpoena, writs, service documents etc. from templates	4				
7	Allow authorized users to expunge/seal information	4				
8	Ability to provide workflow navigation for proper sequence of events and proper timing requirements for all case types - basic workflow	4				
9	Ability to create custom minutes (data entry) screens per judge/event type with default values such as sentencing per case type, charge, judge, etc. and accessible from docket/calendar; and managed by authorized users	4				
10	Ability to insert data from minutes to case record	4				
11	Ability to add statute # or change charge description if necessary when charges are revised legislatively with effective dates by authorized users	4				
12	Ability to track pleas on individual charges	4				
13	Ability to prevent a case from being closed if there is a pending action and notify the clerk	4				
14	Ability to provide flexible options for viewing or printing the docket, including the filtering of types of docket entries(e.g. judge, court, date and time, case type and/or courtroom,etc.)	4				
15	Ability to link dispositions to the specific case parties to which they apply (e.g. judgments, bw, etc.)	4				
16	Ability to capture and report criminal disposition information to the Louisiana Supreme Court and document on the case what/when was sent in required format	4				

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CASE PROCESSING						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
17	Ability to generate court hearing notices automatically, based on the scheduling of future court events allowing manual overrides; both on paper and electronically	4				
18	Ability to generate summons/service papers electronically	4				
19	Ability to track service process (e.g. notice of hearing, summons, complaint, etc.) to include service method, service by whom, outcome of each service attempt	4				
20	Ability to correct data entry errors on the system and maintain historical/audit record for authorized users (with checks and balances)	4				
21	Ability to add additional fees to case when assessed (e.g fine schedule adding late fees)	4				
22	Ability to re-report, to Louisiana Supreme Court, disposition of cases if changed/amended and document on the case what/when was sent	4				
23	Ability to generate appropriate forms depending on disposition of case (commitment, etc.)	4				
24	Ability to record and track all types of bonds according with the statutory requirements(e.g. posting, forfeiture, maturity, payments, refunds, etc.)	4				
25	Ability to capture all disposition types: bench trial, summary judgment, default judgment, arbitration award, settled, etc.	4				
26	Ability to create a docket entry for service	4				
27	Ability to select parties individually to receive a notice of hearing	4				
28	Ability to calculate customer's cost (all cases) including a place to add mileage costs for returns of service based on zip code	3				
29	Ability to link bonds across multiple cases/charges with minimum data entry	3				
30	Ability to copy minutes, entries, dispositions from case to case	3				
31	Ability to link service address with GIS database - Baton Rouge City Limits	3				
32	Ability to search for a payment/check number to find a case number to see if it has been processed	3				
33	Ability to track/audit the reason a case or count was corrected - act of corrections	3				
34	Ability to update multiple cases for a single party	3				
35	Ability to update/enter charge disposition in batch	3				
36	Ability to distinguish between charges that are amended, charges that are a correction to a data entry error and responsive pleas with audit history	3				
37	Ability to provide a way to archive/unarchive a case based on established court records retention policies which may vary by case type, disposition, type and record/event type. Must maintain skeletal case level information	3				
38	Ability to unarchive any previously archived cases	3				
39	Ability to copy data from one case to another	3				
40	Ability to do case consolidation and follow through all cases consolidated and unconsolidated -- images, dockets and the ability to move fees	3				
41	Ability to provide real time prompts and/or edits for required information to ensure accurate and consistent entry of all court and case events - maintain by authorized users	3				

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CASE PROCESSING						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
42	Ability to link a court activity or court event to a document and view the document	3				
43	Ability to have optional print and reprint documents in batch and real time	3				
44	Ability to enter judgments/minutes for multiple participants at a hearing/trial and to enter the conditions/results for each participant	3				
45	Ability to apply laws regarding sealed and expunged cases and seal defendants, docket entries, charges, minutes, etc. (business rule)	3				
46	Ability for user-definable docket codes and descriptions	3				
47	Ability to generate letters based upon filing errors (e.g. incomplete filing document, payment error, and returned check (NSF), balance due, etc.)	3				
48	Ability to enter multiple docket entries for an event using defined, table-driven codes and freeform memo fields	3				
49	Ability to mass update capability - events/minute entries (e.g. BW, continued, dism, etc.)	3				
50	Ability to record and manage the movement and chain of custody of exhibits, files, and evidence within the courts and generate identification documentation	3				
51	Ability to apply State ADR (Alternative Dispute Resolution) codes with Automatic Case Filing Reports for the Louisiana Supreme Court	3				
52	Ability to provide automatic e-mail notification or texting of scheduled events	3				
53	Ability to determine and execute the preferred method of delivery based on user defined rules with electronic capability. (e.g. mail, certified mail, email, process server, etc.)	3				
54	Ability to allow the user to select which participants will receive the documents generated as a result of a specific action	3				
55	Ability to allow documents to be generated as a result of a specific business rules - maintained by authorized users	3				
56	Ability to set up in advance actions or activities that will occur upon the filing of a particular document	3				
57	Ability to search the system for all cases that an attorney may have opened or filed an appearance upon	3				
58	Ability to search by any and all data fields	3				
59	Ability to track each judgment per litigant (e.g. issued, satisfied, vacated, dism, etc.)	3				
60	Ability to track the amount of time from filing to disposition according to business rules	3				
61	Ability to generate notice of problem with filings (e.g. courtroom, weekend court date, officer, signing, payment amount, civil "yellow" sheet, etc.)	3				
62	Ability to update docket and produce documents for event result (e.g. by trial, mediation/arbitration, default, dismissal, withdrawal, settlement, transfer, consolidation, etc.)	3				
63	Ability to set indicators that case needs to be scheduled for hearing or review based on established rules for timing (case management schedule) - created/managed by authorized users	3				
64	Ability to associate multiple cases together - consolidation	3				
65	Ability to set case aging standards by case type	3				

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CASE PROCESSING						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
66	Ability to cross-reference cases that have been court-ordered consolidation	3				
67	Ability to provide expungement orders to appropriate agencies electronically	3				
68	Ability to track and count the drug and alcohol related charges	3				
69	Ability to update docket and produce documents on post-judgment activities (e.g. garnishments, etc.)	3				
70	Ability to generate a case profile and register of actions for a specific case - (case summary/history)	3				
71	Ability to generate a single notice for an attorney who represents multiple parties or cases	3				
72	Ability to generate certified copies of documents/minutes/images from system (digital signature & seal)	3				
73	Ability to track evidence and alert for destruction based on locally defined business rules	3				
74	Ability to generate a list of archiving cases and allow authorized user to override specific cases and to mark specific cases to be excluded from future archiving	2				
75	Ability to generate case flow management reports	2				
76	Ability to flag overdue cases based on case aging	2				
77	Ability to calculate the number of days between any events of the case	2				
78	Ability to be able to accept electronic evidence, such as PowerPoint presentations, engineering diagrams, and other forms of electronic recording or imaging	2				
79	Ability to alert user when private notes or comments exist on a case, subject to the viewing privileges established	2				
80	Ability to track service of warrants (constable's office)	2				

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SENTENCING

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to indicate what part of sentence is suspended - allow for partial or complete suspension of sentence	4				
2	Ability to indicate if sentence is concurrent/consecutive; pay/stay, etc. and link charges	4				
3	Ability to record sentence terms in years/month/days/hours, credit for time served, etc. - other special sentencing terms	4				
4	Ability to track all requirements of specialty courts such as Sobriety court, DV court, etc.	4				
5	Ability to enter multiple sentences/conditions for each charge using customize data entry screen which is maintain by authorized users - link sentence to each charge	4				
6	Ability to collect data points in individual fields such as: community service, supervision, probation, DWI school, traffic safety school, anger mgt, etc.	4				
7	Ability to enter unlimited sentence information using data fields	4				
8	Ability to enter conditions associated with a sentence using drop down box as well as free form text	4				
9	Ability to view pre-sentence/sentence/conditions in single screen/view - custom view per user profile	4				
10	Ability to enter macros/wizards for dispositions with sentences	3				

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DISPOSITIONS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to record dispositions of a case	4				
2	Ability to update/amend disposition and sentence information with audit record and send user-defined notifications – such as reassignment fee with notification to Court Services/Probation	4				
3	Ability to maintain judgment information in civil and any other case types	4				
4	Ability to track changes in charges	4				
5	Ability to track pleas	4				
6	Ability to audit dispositions	4				
7	Ability to create and distribute court orders, bench warrants, recalls, electronic notices, etc.	4				
8	Ability to assess fines and fees based on locally defined fine schedule/statute table	4				
9	Ability to do corrections with audit trail	4				
10	Ability for system to notify user of any pending matters when closing case	4				
11	Ability to record reason for closing a case	4				
12	Ability to vacate dispositions with an audit trail (e.g. dispo wrong case, etc.)	4				
13	Ability to record when dispositions are reported to LASC	3				
14	Ability to coordinate scheduling of consolidated or related cases at disposition time - both case numbers (e.g. TRO with common parties)	3				
15	Ability to distribute post-conviction documents (e.g. dispositions to City Police/FBI, data to LA Supreme Court, probation referrals, CSW referrals, etc.)	3				
16	Ability to have list of values for dispositions - drop list/code table	3				
17	Ability to assess fees that should be added to a specific offense	3				
18	Ability to re-open cases, updating case status and age cases both from the date of initial open to the date it was re-opened	3				

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DISPOSITIONS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
19	Ability to perform a mass update for group of cases in a single transaction (e.g. dismissals; no bills; warrants; etc.)	3				
20	Ability for automatic closure of a case and managed by authorized users	3				
21	Ability to generate case closure reports (e.g Dispositions)	3				

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COMPLIANCE

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to record, display, track, and integrate probation information/requirements, including probation reports, probation discharge information, etc.	4				
2	Ability to maintain statistical data for specialty courts such as Sobriety court, DV court, etc.	4				
3	Ability to produce compliance documents	4				
4	Ability to record, display, track sentence compliance	4				
5	Ability to record, display, track, financial compliance	4				
6	Ability to record, display, track, participant matriculate through a speciality court program	4				
7	Ability to produce and process notification of compliance	4				
8	Ability to monitor outstanding community service	4				
9	Ability to record, display, track, non-compliant customers	4				
10	Ability to identify what cases are in compliance	4				
11	Ability to record, display, track, Community Service Work/Probation conditions and amended requirements with user-defined notifications	4				
12	Ability to record, display, track, outside agency requirements/compliance (e.g. schools, other probation agencies, etc.)	4				
13	Ability to link cases that are in compliance - pretrial	4				
14	Ability to send notification of drug screen requirement (color-code day) via email/text	3				
15	Ability to record; display, track outside referrals for Probation and Court Services needs	3				
16	Ability to display the Probation Officer assigned to the case set for Revocation Hearings	3				
17	Ability to add cases for outside court referrals – add cases, payments, compliance, etc	3				
18	Ability to link to On-Line class after payment – hyperlink	1				

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Probation Division

1.	Electronic Probation Check-In form with capabilities to send notifications	4				
2	Ability to auto populate electronic form with court info/disposition (e.g. Case File Number, Division, Name, DOB, Social , Address, Original Charge, Date of Arrest and Court Dates, court ordered compliance requirements)	4				
3	Ability to track defendant for purpose of visit (e.g. Defendant auto check-in/out time and type such as Supervised Probation, Pre-sentence Investigation (PSI), House Arrest, Drug Screen and Screen Types, Office Visits, and Public Service)	4				
4	Ability to document phone contacts and send electronic notifications	4				
5	Electronic Notifications of Court ordered requirements to Probation Division (e.g. Drug screens; Pre-sentence Investigatrion (PSI), Supervised Probation, Revocation Hearing and any other court disposition)	4				
6	Ability of Creating Reports from front desk data	4				
7	Ability to input data file information forms into system	4				
8	Ability to process defendant Photos into system and attach to custom reports	4				
9	Ability to notify staff once Probationer is processed. (e.g. send to Supervisors, Probation Officers and Support Staff)	4				
10	Ability to electronically assign and transfer files to supervisor for approval for auditing	4				
11	Ability for Supervisor to assign case files electronically to Probation Officer	4				
12	Ability to capture/pull reports. (e.g. PSI Assignments, SP Assignments, Bench Warrant Revocations, Terminations, Bench Warrant Status, Jail PSI(s), Multiple PSI(s), House Arrest, Probation Holds, New Cases, Terminations/Termination Types, Past Due Terminations, Active Probation Status, Revocation Status, and Other Assigned Probation Cases, Active)	4				
13	Ability to input Grant information for Specialty court(s)	4				
14	Ability to create user-defined reports linking court information (e.g. Race/Sex, DOB, etc.) with Probation's user-defined fields for Specialty courts	4				
15	Ability to electronically receive information/data from Pretrial/Court to create intake case file for Drug screens and to generate forms (e.g. Order to Pay, Chain of Custody; Confirmation Test; Invoices, etc.)	4				

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16	Ability to collect data through drop-down list (e.g. type of drug screen, Agency/Court or PO/Defendant; Request for screens)	4				
17	Ability to review assessment/payments for Drug screens in Court records	4				
18	Ability to send notices electronically to Accounting Division	4				
19	Ability to receive notices/flags indicating the following: New Charge; Bench Warrant; Outstanding Fees, Druge Screen Results; Court Dates; Termination Dates; Warrants and Probation Holds	4				
20	Ability to generate Pre-sentence Investigation (PSI) report with auto populated fields into documents with drop down lists (e.g. Probation Conditions; Treatment Referrals, Order Drug Screens; Termination Case File; and Transfer to Unsupervised Probation); Case notes; and include/attach photos to document	4				
21	Automated random assignment drug screen color – date for defendant to be screened	4				
22	Ability to capture office appointment; alert and notify by print; email or text	3				
23	Ability to capture court-ordered and/or pre-determined Probation conditions; treatment referrals; type of Drug screens; Terminate Case File; and Transfer to USP	3				
24	Ability to automatically assess Probation Fees and assessing partial payments without triggering bench warrant	3				

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RECORDS MANAGEMENT

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to track case jackets w/ employee codes (e.g. file tracking)	4				
2	Ability to expunge case files (remove from public record)	4				
3	Ability to unseal/seal case files	4				
4	Ability to seal/unseal individual documents inside of a case file	4				
5	Ability to provide electronic document viewing	4				
6	Ability to house images in a document management system	4				
7	Ability to use same document management system for imaging	4				
8	Ability to provide document management security	4				
9	Ability to batch scan paper documents with and without a divider	4				
10	Ability to provide real time information on the location and possession of case files	4				
11	Ability to mass file track cases to different locations	4				
12	Ability to provide information to authorized user when file is sealed or expunged instead of nothing displayed	4				
13	Ability to maintain an audit trail of files - file tracked	4				
14	Ability to update records for expunged cases	4				
15	Ability to enter, track and manage Evidence including destruction orders	4				
16	Ability to generate case file labels	3				
17	Ability to maintain case aging information	3				
18	Ability to update active records for sealed files	3				
19	Ability to track location and status of evidence	3				
20	Ability to select pre-defined or ad hoc reporting	3				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

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Baton Rouge City Court - Case Management System

RECORDS MANAGEMENT						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
21	Ability to identify cases with no activity that are open - defined by court and managed by authorized users	3				
22	Ability to use bar code and/or RFID reading/tracking system to manage the movement of case files	3				
23	Ability to print all documents in a case at once	3				
24	Ability to download images to a generic storage medium	3				
25	Ability to know which cases are active when consolidated	3				
26	Ability to change the type of service with historical data	3				
27	Ability to provide prompt when retention period has expired (Civil) based on business rules (rentention schedule)	3				
28	Ability to track file in the case processing flow - management schedule	2				
29	Ability to generate indicators for files - inventory of who has a set of records, and date pulled	2				
30	Ability to generate reports for expunged or sealed files (Case#, Name, DOB, DOA, Date Expunged)	2				
31	Ability to generate Evidence lists - Date Range	2				

Priority:

4 - Essential 2 - Would like
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Baton Rouge City Court - Case Management System

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APPEALS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to process appeals - Civil, Criminal, DWI - as per Louisiana Court Standards	4				
2	Ability to produce appeal documents (e.g. table of contents, cover pages, common law, report of proceedings, etc.) in chronological order and number pages	4				
3	Ability to track case through appeal process	4				
4	Ability to track information on appealed cases (e.g. higher court docket #, date sent-appeal packet, decision/date, opinions, etc.)	4				
5	Ability to change case status to show that an appeal has been filed	4				
6	Ability to track Boykin/Bond Forfeiture	4				
7	Ability to track WRIT - file, decision with details	4				
8	Ability to support electronic filings of appeals with other agencies	4				
9	Ability to receive decisions and opinions electronically from reviewing court - with details	4				
10	Ability to prepare invoices, send out invoices, and non-payment document (Rule to Show Cause)	4				
11	Ability to link decisions and opinions to cases electronically with details	3				
12	Ability to send out electronic notices to all parties involved with appeal (Court reporters)	4				
13	Ability to calculate due dates and monitor a schedule [with override]	3				
14	Ability to track and monitor assessments and payments	3				
15	Ability to record pass through checks and print received confirmation - save copy in data management system linked to case	3				
16	Ability to track transcript request through completion and payment - deposit and final payment	3				

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Baton Rouge City Court - Case Management System

APPEALS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
17	Ability to print transcript of court recordings upon request from voice recordings	3				
18	Ability to print minutes of case - it would be nice to eCert (Certification)	2				
19	Ability for the Court Management System to produce a cost sheet	2				

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DOCUMENTS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to store documents in generally accepted, non-proprietary format (e.g. TFF, MPEG, ETC.)	4				
2	Ability to electronically store and index all documents on a case	4				
3	Ability to view list of documents (electronically or scanned hard copy) filed or issued for a case with sort capability (e.g. filing sequence, document type, etc.)	4				
4	Ability to pull data from database fields to use in generating documents	4				
5	Ability to manually and user-configurable automatic redact data on documents	4				
6	Ability to generate, print, email documents triggered by specific events, outcome, disposition, condition which is managed by authorized users	4				
7	Ability to generate court hearing notices automatically, based on the scheduling of future court events allowing for manual overrides	4				
8	Ability to support electronic seal to documents	4				
9	Ability to transfer images from current system	3				
10	Ability to index and attach scanned documents to a docket entry	3				
11	Ability to support electronic and digital signature of documents by authorized users	3				
12	Ability to generate documents on demand or batches	3				
13	Ability to implement Document Management with the CMS and e-filing	3				
14	Ability to process and transmit documents using electronic formats	3				
15	Ability to record the manual or automated reception or transmittal of all documents	3				
16	Ability to provide the option to electronically distribute and receive documents from the internet	3				
17	Ability to prevent the duplicate reception of a document	3				

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Baton Rouge City Court - Case Management System

DOCUMENTS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
18	Ability to have documents that will be used for electronic filing to be submitted in a predefined format	3				
19	Ability to provide viewing CMS screen and DMS screen simultaneously (split screen)	3				
20	Ability to allow a document to be linked to one or more participants scanned once	3				
21	Ability to allow a document to be linked to one or more cases	3				
22	Ability to archive data and documents in accordance with approved retention, archiving and destruction policies	3				
23	Ability to store, catalog, and view court orders electronically	3				
24	Ability to record and generate an inventory of cases destroyed	3				
25	Ability to generate and route designated documents automatically	3				
26	Ability to provide automatic notification of scheduled events using email, text messages, etc.	3				
24	Ability to generate documents/orders for defendant by specific sentence codes - (e.g. probation, community service, etc. in court room	3				
28	Ability to have generated documents inserted into the DMS with ability to reprint with original data	3				
29	Ability to provide audit trail for all document activities	3				
30	Ability to generate documents in variety of formats (e.g. Word, WordPerfect, PDF, etc.)	3				
31	Ability to have templates that generate documents allowing edits by the user before printing	3				
32	Ability to generate label for case - create and manage by authorized users	3				
33	Ability to generate compliance letters, court notices, warrants, etc. based upon work flow - created and managed by authorized users	3				
34	Ability to store user defined templates for standard forms, letters, etc. - created/managed by authorized users	3				
35	Ability to merge names/addresses into standard forms, letters, notices automatically creating a docket entry and attaching them to the case	3				
36	Ability to support internet-based forms generation process that imports data into the CMS (e.g. by a pro se litigant)	3				
37	Ability to provide viewers with information about a document (e.g. the source of the document, and where the document is located at the moment)	2				
38	Ability to allow documents to be searched by key words or phrases (OCR - Optical Character recognition)	2				
39	Ability to generate multiple copies of documents generated	2				
40	Ability to generate PDF (or other secure formats) version of a docket sheet	2				
41	Ability to generate a water mark on documents	2				
42	Ability to add notes/comments to a document without modifying the original document	2				
43	Ability to process and store variety of information (e.g. scanned images, A/V recordings, Biometric Data, etc.	2				

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Baton Rouge City Court - Case Management System

DOCUMENTS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
44	Ability to allow for inclusion of predefined text and macro functions customization by local rules and practices created/managed by authorized users (e.g. statute with standard text, etc.)	2				
45	Ability to generate documents in an overnight batch	1				
46	Ability to generate and track successful transmission e-mails, faxes, etc.	1				

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ACCOUNTING (RECEIPT)

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to accept payments above the total cost of filing, advanced deposit	4				
2	Ability to accept range of payment methods (e.g. Cash, check, money order, credit/debit card)	4				
3	Ability to establish and maintain payment plans	4				
4	Ability to accept multiple payment types per transaction	4				
5	Ability to accept multiple payments for single case	4				
6	Ability to accept single payment for multiple cases	4				
7	Ability to print payment receipts - variety of printers	4				
8	Ability to reprint payment receipts with same receipt # but identify receipt as copy	4				
9	Ability to generate a late payment notice, balance due, etc.	4				
10	Ability to associate payments with individual parties on a case	4				
11	Ability to transfer funds between accounts with audit trail	4				
12	Ability to generate receipts with appropriate information for transaction type	4				
13	Ability to generate sequential receipt numbers	4				
14	Ability to prohibit modification of receipt numbers and provide audit trail of receipt number usage	4				
15	Ability to generate single or multiple receipts involving multiple payments for one case	4				
16	Ability to maintain bookkeeping information	4				
17	Ability to implement a cashier open and close out process	4				
18	Ability to list transactions and compute totals	4				
19	Ability to record inventory of cash drawer contents with beginning/ending amount	4				
20	Ability to produce summary cashiering reports	4				

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Baton Rouge City Court - Case Management System

ACCOUNTING (RECEIPT)						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
21	Ability to calculate fees (fine schedule)	4				
22	Ability to comply with GAAP (Generally Accepted Accounting Principles), GASB (Government Accounting Standards Board), and City of Baton Rouge Finance department policies and procedures	4				
23	Ability to provide for locally defined assessments created and maintained by authorized users	4				
24	Ability to calculate (manually and automatically) assessment amounts, fines, fees, etc. based on user defined assessments and it become part of the case	4				
25	Ability for user to override assessments and enter amount as needed	4				
26	Ability to provide assessments imposed prior to passage of legislation and previous accounting rules shall apply	4				
27	Ability to accept payments via internet or interface with City Parish On-line payment system	4				
28	Ability to collect miscellaneous receipts that are not tied to a case, e.g., copy fees, pass-through payments	4				
29	Ability to accept Cash Bond payments and update case information. Also to allow transfer to pay accessed fees, issue refund, etc.	4				
30	Ability to capture Cash bond information (e.g.def info, who posted info, etc.)	4				
31	Ability to close automatically, upon receipt of full payment, non-appearance traffic cases and generate notice/record to La Supreme Court based on user-defined restrictions and schema definitions	4				
32	Ability to apply refunds, credits, etc. to assessed money	4				
33	Ability to process fees associated with non-parties ie bonding company, civil/repository	3				
34	Ability to record information on payments and other transactions and update case information	3				
35	Ability to distribute electronic receipts; email	3				
36	Ability to generate multiple receipts for single payment made for multiple cases	3				
37	Ability to email a receipt to party	3				
38	Ability to verify all conditions completed for payments - when all money is collected - school fee, probation fee, bw fee, etc.	3				
39	Ability to create time-payment accounts that include the frequency of payments, amount, term, and the calculated due date and be able to assess custom defined late fees and interest fees	3				
40	Ability to calculate and track late fees set by user defined rules - maintained by authorized users	3				
41	Ability to correct data entry errors (payee info.) w/o having to void previous work	3				
42	Ability to produce discrepancies for imbalances (e.g. wrong check, amount, check not signed, etc.)	2				
43	Ability to determine number of cases being addressed with payment	2				
44	Ability to invoice for unpaid fees using email	2				
45	Ability to interface with credit card provider	2				

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ACCOUNTING (BOOKKEEPING)

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to manage dishonored payments-NSF	4				
2	Ability to record financial changes resulting from court orders	4				
3	Ability to maintain tables for costs, fees, fines	4				
4	Ability to preserve transactions while applying corrections	4				
5	Ability to post transactions	4				
6	Ability to mark a case or party account closed	4				
7	Ability to post adjustment; with detailed reason	4				
8	Ability to post and associate case-related disbursements	4				
9	Ability to post and process installment and partial payments	4				
10	Ability to generate invoices	4				
11	Ability to generate trial balance report	4				
12	Ability to disburse collected fees and fines electronically	4				
13	Ability to utilize distribution account management - priority, etc.	4				
14	Ability to post non-case-related receipts and disbursements	4				
15	Ability to produce allocation formula reports	4				
16	Ability to process checks	4				
17	Ability to apply installment payments to proper account	4				
18	Ability to allow flexible payment methods - cash, credit/debit card, check, etc.	4				
19	Ability to set up and maintained of journal/g/l transactions by authorized users - distribution	4				
20	Ability for the DETC. codes to be set up and maintained by authorized users - g/l transaction	4				
21	Ability to make any adjustments (e.g. AUDIT and/or susp, cfts, csw in lieu of fine, etc.)	4				

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Baton Rouge City Court - Case Management System

ACCOUNTING (BOOKKEEPING)						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
22	Ability to indicate what part of sentence is suspended - allow for partial or complete suspension of sentence	4				
23	Ability to establish a debit account for draw down accounts (e.g. attorney's escrow account)	4				
24	Ability to debit accounts of authorized organizations draw down accounts no access	4				
25	Ability to monitor account balances in draw down accounts	4				
26	Ability to produce transaction reports for draw down accounts	4				
27	Ability to maintain case account financials - court cost, suspense fund, etc.	3				
28	Ability to compute and display costs and fees based on case type/filing type for a case	3				
29	Ability to generate case account reports	3				
30	Ability to establish a attorney account per case	3				
31	Ability to maintain and track individual case accounts and balances	3				
32	Ability to record funds received from other agencies for specific case	3				
33	Ability to generate case account reports	3				
34	Ability to produce transaction lists	3				
35	Ability to provide reports for disbursements electronically	3				
36	Ability to compute fee distributions by formula	3				
37	Ability to reconcile and balance accounts	3				
38	Ability to distribute payments by specified priority, on a pro rata basis, or a combination of both	3				
39	Ability to identify deferrals (e.g. susp fine and/or cc if driving school attended, etc.)	3				
40	Ability to total and reconcile receipts to calculate bank deposits	2				
41	Ability to print cash receipts journal number	2				
42	Ability to reconcile bank statements electronically	2				
43	Ability to print bank deposit slips	2				
44	Ability to support individual or periodic pay-through checks	2				
45	Ability to produce account/case-based financial reports	2				
46	Ability to produce report of fines and fees waived	3				
47	Ability to maintain general ledger	2				
48	Ability to provide customizable chart of accounts	2				
49	Ability to maintain account journals and ledgers	2				
50	Ability to produce payment notices and other correspondence - check summary (e.g. pay EBR sheriff with breakdown - list of cases paid)	2				
51	Ability to reconcile court and bank balances	1				
52	Ability to create a new bank account more than one account	1				

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ACCOUNTING (BOOKKEEPING)						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
53	Ability to retrieve bank account records	1				
54	Ability to post interest accruals	1				
55	Ability to calculate and record bank deposits	1				
56	Ability to list bank deposits by group	1				
57	Ability to utilize bank account reporting	1				
58	Ability to produce financial transaction lists	1				
59	Ability to share information electronically with collection agencies to collect payments	1				
60	Ability to accrue charges to a case based on events	1				
61	Ability to disburse checks	1				
62	Ability to allow for general ledger maintenance	1				
63	Ability to produce pre-check register test - proof check before issue	1				

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FINANCE

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to automatically prioritize the order in which payments will be applied to an accounts receivable using business rules	4				
2	Ability to post all journal transactions in real-time	4				
3	Ability to clearly identify unpaid fees - dollar amounts/type	4				
4	Ability to make any adjustments (e.g. AUDIT and/or susp, cfts, csw in lieu of fine, etc.)	4				
5	Ability to require all financial transactions to be recorded in the system journals	4				
6	Ability to accept all types of payments - cash, money order, credit/debit card, etc.	4				
7	Ability to generate a payment schedule/payment contract, specifying payment frequency and amounts across either single or multiple cases	4				
8	Ability to check a defendant's current balances & court costs per case & multiple linked cases	4				
9	Ability to balance daily financial transactions	4				
10	Ability to provide internet access for the public to pay fines and fees (PC/Phone)	4				
11	Ability to accept payments for cases not in the system - susp acct in CR/TR	4				
12	Ability to close a case automatically, upon receipt of full payment - created/maintained by authorized users	4				
13	Ability to apply and cancel payments corrections	4				
14	Ability to fully or partially allocate bond funds to fines, restitution, and costs	4				
15	Ability to accept partial, full, or installment payments	4				
16	Ability to allow the distribution of a single payment to multiple cases	4				
17	Ability to track payments associated with individual case parties	4				
18	Ability to enter a total sum levied and automatically split fine and other cost amounts per fine schedule	4				

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FINANCE						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
19	Ability to print a receipt and update the ledger accounts	4				
20	Ability to re-print a copy of a receipt	4				
21	Ability to reduce the fine associated with a citation or commitment	4				
22	Ability to move money between citations or commitments and split receipts between citations or complaints	4				
23	Ability to recalculate fines and fees upon resentencing	4				
24	Ability for a payment to be applied to the System automatically including payments from collections, efile, etc.	4				
25	Ability to display all accounts and financial detail on a case - g/l transaction	4				
26	Ability to record the name of the individual to which bond shall be refunded (Civil - refund to Plt/Def or listed individual - Cash Bond Only)	4				
27	Ability to pay out to different agencies then original agency	4				
28	Ability to generate disposition reports	4				
29	Ability to set fees and fines per locally defined fine schedule	4				
30	Ability to allocate fees and fines as percentage, fixed amount, or combination of such (G/L transaction)	4				
31	Ability to apply fines and fees based on the corresponding statute - fine schedule	4				
32	Ability to distribute payments by established business rules	4				
33	Ability to generate receipts for fines and fees, as a hard copy or in an electronic format	4				
34	Ability to flag Failure to Pay cases that are paid in full but not dispositioned as such (e.g. BW still outstanding but paid in full)	4				
35	Ability to create one receipt for multiple cases without having to access each individual case	3				
36	Ability to type in a partial name of an agency and it automatically comes up	3				
37	Ability to provide card swipe capture capability	3				
38	Ability to total and reconcile transactions of multiple cashiers and calculate the daily bank deposit	3				
39	Ability to support receipting, balancing and bank deposits at the cash drawer/register	3				
40	Ability to generate a notice to the payer when an NSF check is received	3				
41	Ability to calculate customer's cost (civil cases) including a place to add in mileage costs for returns of services	3				
42	Ability to search for a payment number to find a case number it had been processed	3				
43	Ability to send fiscal year reports/data electronically to agencies with breakdown of funds	3				
44	Ability to store credit card authorization number	3				
45	Ability to follow business rules and prompts to assist users in processing payments	3				
46	Ability to provide an automated means of generating a civil judgment case for unpaid fines or restitution and provide a link (parking judgments)	3				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

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T= THIRD PARTY TOOL-INCLUDE PRODUCT/PRICE
D=IN DEVELOPMENT

Baton Rouge City Court - Case Management System

FINANCE						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
47	Ability to produce a locally customizable cash deposit slip with funds distribution	3				
48	Ability to generate Remittance Reports to agencies electronically	3				
49	Ability to produce ad hoc financial reports	3				
50	Ability to produce financial reports by day, month, quarter, half-year, calendar year, a fiscal year, or data range	3				
51	Ability to compare financial information to prior months and years	3				
52	Ability to flag offenders with a history of NSF checks	3				
53	Ability to provide a consolidated view of financial status that can be easily understood by judges, client, and clerk personnel	3				
54	Ability to require manager approval before a transaction can be corrected-defined by users	3				
55	Ability to maintain Tax Identification Number for attorney and law firms	3				
56	Ability to generate financial reports by attorney and law firms	3				
57	Ability to have reports saved in original format as an image - ON DEMAND reports	3				
58	Ability to automatically generate all month-end financial reports	2				
59	Ability to automatically generate all year-end financial reports	2				
60	Ability to automatically generate all daily financial reports	2				
61	Ability to provide a standard chart of accounts - created and maintained by authorized users	2				
62	Ability to support revenue distribution to state and other agencies	2				
63	Ability to make a payment to an agency outside of East Baton Rouge Parish using City Finance System (Munis)	2				
64	Ability to automatically generate notices regarding the status of bond	2				
65	Ability to track the success of collection procedures for all case types	2				
66	Ability to track and deduct a collection fee/percentage when turned over to a collection agency	2				
67	Ability to automatically transfer payments from a collection agency to the court	2				
68	Ability to record daily deposits	2				
69	Ability to flag an account when a defendant is incarcerated	2				
70	Ability to monitor and payout unclaimed funds	2				
71	Ability to link cases in which restitution is ordered on multiple cases to the same victim - Probation	2				
72	Ability to make a payment to an agency other than the original arresting agency – using City Finance System (Munis)	2				
73	Ability to automatically transfer collected fees and fines electronically for disbursement	2				
74	Ability to ensure complete restitution information is entered when ordered - completion	2				
75	Ability prorate disbursement of partial payment of fines and fees	2				
76	Ability to apply credit card payments from different providers (gateways) (e.g. ability to change if bank changes)	2				
77	Ability to generate multiple payment plans for single defendant	1				

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Baton Rouge City Court - Case Management System

FINANCE						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
78	Ability to create payment plans for offenses at a variety of intervals with multiple due dates	1				
79	Ability to produce a locally customizable bank deposit slip	1				
80	Ability to maintain an electronic checkbook	1				
81	Ability to reconcile to the bank statement/records	1				
82	Ability to flag an accounts receivable as uncollectible	1				
83	Ability to flag an accounts receivable not billable based on balance	1				
84	Ability to produce billing statements and track payments received	1				
85	Ability to link financial information to a specific party on a case	1				
86	Ability to manually override the amounts applied based on user security group	1				
87	Ability to define business rules for multiple situations - surcharges, additional fees, flat fee, percentage	1				
88	Ability to make a payment to multiple police agencies on the same case	1				
89	Ability to record the start and end dates of changes made to financial accounts (e.g. increase without using new codes - court cost increase)	1				
90	Ability to change ledger account but maintain any historical data (e.g. balance report by date range)	1				
91	Ability to prompt users with a warning message when a hold exists on a bond (e.g. case with one judge but hold put on by another judge/court)	1				

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Baton Rouge City Court - Case Management System

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PUBLIC INTERNET ACCESS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to automatically restrict search results based on the user's security profile based on tier service levels	4				
2	Ability to inquire by case number, ticket number, litigant/name, DOB, DL#, etc.	4				
3	Ability to inquire on how much money a defendant owes - all case types	3				
4	Ability to inquire on case loads of attorneys; police officers, etc.	3				
5	Ability to post on-line reports for various information searches (e.g. docket, case history, warrants, service info, answers, etc.)	3				
6	Ability to register for Community Service Work - Schools and pay on-line and check availability - confirmation	3				
7	Ability to inquire notification of drug screen requirement (color-code day)	3				

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E-BUSINESS (INTERNAL DATA PROCESS)

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to accept all case types (DWI, Criminal, Traffic, etc.) citation or affidavits data from an arresting agency electronically	4				
2	Ability to correct citation/complaint data entry errors for entry on the system	4				
3	Ability to allow an electronic plea of guilty for traffic citations (e.g. pay ticket on-line – PC/Phone)	4				
4	Ability to electronically serve documents and notice to other parties participating in the electronic filing system - Baton Rouge City Police, State Police, Crim Lab, etc.	4				
5	Provide a payment process as part of the electronic filing transaction	4				
6	Ability to implement e-filing with the CMS and Document Management based on case type, document type, etc.	3				
7	Ability to have all e-Business processes fully integrated with CMS to keep Clerk staff interaction to a minimum while giving Attorneys and the public a full suite of services	3				
8	Ability to accept electronic documents, store temporarily, and add electronic documents to the document management system upon court approval	3				
9	Ability to accept electronic case data, store temporarily, and add to the case management system database upon court approval of the data	3				
10	Ability to have the system generate register of action entries automatically, based on user-defined rules for manually entered data and for electronically transmitted data	3				
11	Ability to let customers e-file even if the court's main system is down	3				
12	Ability to inform the filer of the acceptance or rejection and the reasons for rejection	3				
13	Ability to assign a unique identifier for each filing	3				
14	Ability to support initiation of new cases	3				
15	Ability to support docket entries for initial filings	3				
16	Ability to support docket entries for subsequent filings	3				

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Baton Rouge City Court - Case Management System

E-BUSINESS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
17	Ability to create a docket entry and copy of the image for the service for the document served	3				
18	Ability to validate documents such as certified copies	3				
19	Ability to add a transaction number to an electronic stamp, seal, or signature	3				
20	Ability to reject an electronic filing or electronic request	3				
21	Ability to audit the electronic filing	3				
22	Ability to use digital and/or electronic signatures	3				
23	Ability to utilize E-Filing to file new cases	3				
24	Ability to utilize E-Filing to facilitate the filing of case information and documents	3				
25	Ability to utilize E-Filing to monitor status of cases	3				
26	Ability to utilize E-Filing to view court schedule	3				
27	Ability to utilize E-Filing to schedule events based on court availability based on user defined business rules	3				
28	Ability to utilize E-Filing to request electronic notice	3				
29	Ability to utilize E-Filing to view documents on case of which they are a party	3				
30	Ability to utilize E-Filing to print documents on case of which they are a party only after paying required fees	3				
31	Ability to send notification of drug screen requirement (color-code day) via email	3				
32	GJXDM/NIEM compliant (Global Justice XML Data Model/National Information Exchange Model)	3				
33	Compliant with current COSCA/NACM (Conference of State Court Administrators/National Association for Court Management) and ABA Standard 1.65 (American Bar Association)	3				
34	Ability to capture receipt delivery within case management system	2				
35	Provide functionality for pro se filers - other than attorney allowed to setup and file documents	2				

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FLAGS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to flag a case if there is an active warrant	4				
2	Ability to flag a case if money is owed (and across multiple cases)	4				
3	Ability to flag a case when sent to collection	4				
4	Ability to flag a defendant when their warrant is outstanding or money due	4				
5	Ability to alert court personnel electronically when a case to which they are assigned approaches the predefined time limits	3				
6	Ability to set alert flags on any field or data entry point to alert management staff - to follow user defined business rule/data entry requirements	3				
7	Ability to flag a participant in custody - jail	3				
8	Ability to trigger associated processing when a document is filed	3				
9	Ability to identify tasks, activities, and events that are due or overdue - created/managed by authorized users	3				
10	Ability to generate and print documents triggered by a specific event, event outcome, disposition, condition, or set of rules based conditions	3				
11	Ability to flag a case that has bond money that needs to be allocated	3				
12	Ability to flag if a court appearance date is not available	3				
13	Ability to flag a case with a payment plan	3				
14	Ability to flag a case when it is in compliance	3				
15	Ability to flag a cases when it is on appeal	3				
16	Ability to flag a case on the court lists when community service, drug testing etc. is due	3				
17	Ability flag cases that have had no data entry within a specified period after the court date	3				
18	Ability for authorized users to set up additional flags, alerts, etc. as needed	3				

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Baton Rouge City Court - Case Management System

FLAGS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
19	Ability to provide reminders to judicial officers via email of cases that are under advisement	3				
20	Ability to flag case when defendant has a positive Drug test with historical data	3				
21	Ability to set alert flags on any field or data entry point to alert management staff when a change or event has occurred to data (amended disposition)	2				
22	Ability to designate a potential security risk	2				
23	Ability to generate online reminders	2				
24	Ability to set re-occurring reminders (i.e. annual reporting requirements)	2				
25	Ability to create personal reminder ticklers that are case specific	2				
26	Ability to flag if a case has a seal dockets, sealed charges, sealed parties, sealed address	2				
27	Ability to flag if person had CDL	2				
28	Ability to create or view report of all cases with no activity (locally defined) by date	2				

Priority:

4 - Essential 2 - Would like
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Baton Rouge City Court - Case Management Case

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SEAL

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to support the expungement of cases and counts	4				
2	Ability to support expungement of part of a case or count	4				
3	Ability to add payments to a seal or expunged case	4				
4	Ability to seal cases	3				
5	Ability to provide an audit trail about expungement requests	3				
6	Ability to notify all appropriate agencies of an expungement electronically	3				
7	Ability to account for expunged cases or counts for statistical reporting purposes	3				
8	Ability to seal a party on a case	3				
9	Ability to seal part of a case (e.g. a set of documents, particular charge, etc.)	3				
10	Ability to seal an address	3				
11	Ability to hide from view all or part of a sealed cases or documents based on user rights	3				
12	Ability to seal a charge	3				
13	Ability to seal Minutes	3				

Priority:

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Baton Rouge City Court - Case Management System

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SYSTEMS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to perform disaster recovery	4				
2	Ability to impose security over who has access to information	4				
3	Ability to impose security on making modifications to identifying information about participants (corrections)	4				
4	Ability to provide multi-level security	4				
5	Ability to ensure all transmissions are secure	4				
6	Ability for the system to provide an audit log of all transactions (e.g. update, delete, add)	4				
7	Ability to ensure the system complies with generally accepted security protocols, including use of HTTPS and secure socket layer (SSL)	4				
8	Ability to comply with statutes and rules for authentication of electronic documents	4				
9	Ability to create and edit templates of any/all documents produced by the system such as notices, documents and letters	4				
10	Ability to create and maintain filing fees, docket entries, dispositions, sentence codes, and other data fields that require tables	4				
11	Ability add, delete, modify to all code tables by authorized users	4				
12	Ability to change filing fees or court costs by effective date or by statute	4				
13	Ability to ensure that system passwords are suppressed during entry (** to appears)	4				
14	Ability to require users to enter user IDs and passwords through a single sign-on	4				
15	Ability to add fields to initiation screens and other screen for data entry or viewing	3				
16	Ability to update local fine, bond schedules, and ordinances stored in the system with beginning and ending dates	3				
17	Ability to remove/delete a party from the name index	3				
18	Ability to define and maintain ordinances in the State statute table with standard text	3				

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Baton Rouge City Court - Case Management System

SYSTEMS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
19	Ability to allow documents to contain digital signatures and seals	3				
20	Ability to have interoperability with standard supported desktop software i.e. Windows 7, 8.1, 10; Microsoft Office	3				
21	Ability to utilize web services for integration using national standards	3				
22	Ability to easily extract data from the system in order to generate reports, perform statistical analysis, and respond to questions and requests	3				
23	Ability to provide workflow management tools	3				
24	Ability to provide security over access to the audit trail	3				
25	Ability to generate audit trail reports for quality assurance purposes	3				
26	Ability to use bar code for case ids, imaging, electronic, data entry, etc.	3				
27	Ability to store account passwords in encrypted format	3				
28	Ability to record failed login attempts to include user id, date, time, location, MAC address or IP address	3				
29	Ability to lock user's account after pre-determined number of login attempts and notify administrators	3				
30	Ability to have varying levels of role-based access permissions managed by authorized users	3				
31	Ability to redact selected fields or part of confidential fields from viewing or printing	3				
32	Ability to notify user of case status (e.g. warrant, BF, etc.) - managed by authorized users	3				
33	Ability to rerun reports without any updating (e.g. point in time reporting)	3				
34	Ability to run statistical information	3				
35	Ability to change information/data fields based on user permissions	3				
36	Ability to create documents to be inserted to DMS	3				
37	Ability to change fines and fees by begin and end dates	3				
38	Ability to run ad hoc queries	3				
39	Ability to run queries or reports on any and all data fields based on user permissions	3				
40	Ability to restrict users from making corrections, only user with administrative permissions can make corrections	3				
41	Ability to resend reportable information	3				
42	Ability to include free text comment/note fields on each screen/data table	3				
43	Ability for authorized users to adjust indexes, table joins and other data integrity issues and maintain an audit trail	3				
44	Ability to have robust, intuitive search feature allowing user to search for cases or persons using any indexed value and using wild card and soundex lookups	3				
45	Ability for search results to be displayed, printed or print to file by user selection	3				
46	Ability to have menus and screens customized to a user's role and task at hand and maintained by authorized users	3				

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Baton Rouge City Court - Case Management System

SYSTEMS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
47	Provide "smart" data entry process where the screen navigation follows business process with appropriate defaults and managed by authorized users	3				
48	Provide simple, logical method of navigating among various parts of the system (e.g. docketing, scheduling, calendars, accounting, etc.)	3				
49	Provide minimum mouse activity, maximum keyboard navigation and with shortcut keys and custom tabbing order	3				
50	Ability for system to be code table driven	3				
51	Ability to comply with role-base system security permissions	3				
52	System provides a single user administration interface which allows for all system, user and group security and configuration settings to be performed and managed from a single interface	3				
53	Ability to provide online, comprehensive, software documentation; online tutorial; "help" screen search capabilities	3				
54	Ability to allow authorized users to review the system administrator's activities	3				
55	Ability to require explanation for all overrides configurable by module	3				
56	Ability to have quick access to screen help for individual fields and screens	3				
57	Ability to track/itemized detailed costs of cases	2				
58	Ability to have Password policy configurable by authorized users (e.g. length, composition, frequency of change, etc.)	2				
59	Ability to notify user when displaying case information what is confidential, restricted (e.g. SS#)	2				
60	Ability to undo deletes based on user permissions	2				
61	Provide adhoc fields (code and string) on each screen/data table and managed by authorized users	2				
62	Ability search results be user defined but include a minimum set of data determine by authorized users	2				
63	Ability to have consistent, logical user interface with easy to follow menu options	2				
64	Ability to resize and reposition of screens to allow display of multiple screens simultaneously	2				
65	Ability for key combinations to follow standard MS Windows conventions	2				
66	Ability to support all administrative functions without detrimental effect on system operation	2				
67	Ability to support a minimum of 200 internal concurrent users with no measurable effect on system performance	2				
68	Ability to log out users have a determined amount of time by authorized users	2				
69	Ability to lock out users for necessary repairs, updates, etc.	2				
70	Ability to have on-line announcements set by roles (e.g. all, group, user) managed by authorized users	2				
71	Ability to provide functionality to synchronize calendars and ticklers with MS Outlook and Mobile devices	2				

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Baton Rouge City Court - Case Management System

SYSTEMS						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
72	Ability to provide a portal solution that allows authorized users to submit enhancement requests and system bugs on-line that allows search and/or tracking of progress on individual items	2				
73	Ability to retain user preferences when installing new releases of software	2				
74	Ability for system session timeout be configurable by authorized users	1				
75	Ability to allow for periodic updates with no harm to customized features - to be tested before release	1				
76	Ability to provide a fully documented entity-relationship diagram and detailed data dictionary	1				

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CONFIGURATION

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability for system to utilize a robust workflow process managed by authorized users	4				
2	Ability to identify tasks, activities, and events that are due or overdue, and events with mandated time standards	4				
3	Ability for workflow processes to be the basis of the system	4				
4	Ability for system to notify user of any pending matters (determined and managed by authorized users) when closing case	4				
5	Ability to alert court personnel electronically when a case to which they are assigned approaches the predefined time limits managed by authorized users	3				
6	Ability to flag the need for an interpreter	3				
7	Ability to trigger associated processing when a document is filed	3				
8	Ability to have the tickler function generate deadlines for filings and other activities automatically, based on the type of case	3				
9	Ability to create ticklers automatically upon entry of certain events, based on user-defined business rules - create and managed by authorized users	3				
10	Ability to have ticklers deleted automatically when the designated action is taken, based on user-defined business rules	3				
11	Ability for the tickler function to have a snooze feature that allows the user to choose the length of time before being reminded again	3				
12	Ability to trigger the generation and printing of documents triggered by a specific event, event outcome, disposition, condition, or set of conditions (rule-based) and record this as a docket entry	3				
13	Ability to use "auto complete" (drop down list) for common Law Firms, Police Departments, Cities, etc.	3				
14	Ability for the workflow process be integral to the document management system	3				
15	Ability for workflow processes be created and managed by authorized users	3				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

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Baton Rouge City Court - Case Management System

CONFIGURATION						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
16	Ability to have error messages contain details with proper corrective action - continued or not by users; created and managed by authorize users	3				
17	Ability for authorized users to turn on/off log in functionality within the system	3				
18	Ability to flag a participant in custody - jail	3				
19	Ability to identify a potential security risk – violent offender	2				
20	Ability to generate online reminders - time standard deadline, etc.	2				
21	Ability to provide reminders to judicial officers via email of cases that are under advisement	2				
22	Ability to set re-occurring reminders (i.e. annual reporting requirements)	2				
23	Ability to enter special needs - visual aids, wheel chair, etc.	2				
24	Ability to create personal reminder ticklers that are case specific	2				

Priority:

4 - Essential 2 - Would like
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Baton Rouge City Court - Case Management System

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REPORTS

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to provide robust reporting tools utilizing industry standard reporting engines (e.g. SQL Server Reporting Services, Crystal Reports, etc.)	4				
2	Ability to download any report to any standard file type (e.g. excel, word, pdf, XML, CSV, HTML etc.	3				
3	Ability to produce pre-defined reports	3				
4	Ability to produce ad hoc reports	3				
5	Ability to generate user defined and ad hoc reports based on any user selected set of fields	3				
6	Ability to apply security restrictions to report writer utilities	3				
7	Ability to apply security restrictions to all ODBC, OLE and web services activities	3				
8	Ability to provide access to a data dictionary to court authorized users in generating their own reports	2				
9	Ability to provide authorized users with general report formats from which they can customize reports	2				
10	Ability to schedule any reoccurring report	2				
11	Ability to produce any report on request	2				
12	Ability to produce reports on any/all data fields for any period	2				

Priority:

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INTERGRATION

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability for all import functions in the system to observe all pre-set data validation rules to enforce data/database integrity	4				
2	Ability to integrate with the City-Parish Munis System (ten (10) years at no charge to the City-Parish)	4				
3	Ability to interface with third party credit card processing companies	4				
4	Ability to forward Warrants electronically to appropriate agencies and update the warrant status flag	3				
5	Ability to report the outcomes of court decisions to other governmental agencies	3				
6	Ability to integrate with the other agencies to receive and send electronic documents (commitments)	3				
7	Ability to exchange information with systems (internal and external to the Court) utilizing standard Protocols (i.e., APIs, FTP, SFTP, HTTP, HTTPS, ML, SOAP)	3				
8	Ability to exchange information with external systems utilizing standard formats, i.e., CSV, XML, text, PDF, etc.	3				
9	Ability to transmit final disposition and sentencing information to appropriate agencies (LASC)	3				
10	Ability to resend information to reporting agencies	3				
11	Ability to send electronic notification to attorneys and other agencies/parties when there are additions, changes, or deletions to the court calendar	2				
12	Ability to support the needs of the court in all aspects of interfacing with other entities	2				
13	Ability to provide notification to courts when a defendant is involved in a significant event in one courtroom and is scheduled to appear for any reason in another courtroom	2				
14	Ability to share existing person demographic and other identifying case information between other agencies	2				
15	Ability to notify authorized users of any error, interruption, etc. of communication between interfaces	2				

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INTERGRATION						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
16	Ability to suspend, halt, override interface communication by authorized users	2				
17	Ability to inquire using automated technology such as interactive voice response (IVR) software	1				

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IMAGES

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to scan paper documents and store as an image for later retrieval	4				
2	Ability to associate scanned image with an event or docket entry	4				
3	Ability to redact a word or phrase on an image	4				
4	Ability to remove an image without deleting the minute entry	3				
5	Ability to copy an image from one case to another	3				
6	Ability to identify when there is an image associated with an entry	3				
7	Ability to search for a word or phrase of words in a scanned/imaged document(s)	2				
8	Ability to copy to image system and to film in one action	2				
9	Ability to print all images on a case or by a date range	2				
10	Ability to Optical Character Read a document	2				
11	Ability to do a full text search of a document	2				

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TABLES

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to maintain table for docket codes & minute entries	3				
2	Ability to maintain table for disposition & sentence codes	3				
3	Ability to maintain table for attorneys	3				
4	Ability to maintain table for police officers & agencies	3				
5	Ability to maintain table for case participants	3				
6	Ability to maintain table for public defender, prosecutors, government agencies, mediators, Community Service agencies, etc)	3				
7	Ability to maintain table for judges & bailiffs & court reporters	3				
8	Ability to maintain table for courtrooms and calls and locations	3				
9	Ability to maintain table for case types and sub case types	3				
10	Ability to maintain table for offense/statute codes	3				
11	Ability to maintain table for bond types	3				
12	Ability to maintain table for interpreters	3				
13	Ability to maintain table for sureties	3				
14	Ability to maintain table for event codes	3				
15	Ability to maintain table for case status codes and report codes	3				
16	Ability to maintain table for city & state	3				
17	Ability to maintain table for charging instruments in criminal cases	3				
18	Ability to maintain table for filing fees	3				
19	Ability to maintain table for court costs	3				
20	Ability to maintain table for NIEMS data fields such as hair, eyes, skin, race	3				
21	Ability to maintain table for name titles	3				

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Baton Rouge City Court - Case Management System

TABLES						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
22	Ability to maintain table for fine types	3				
23	Ability to maintain table for types of court actions	3				
24	Ability to maintain table for types of sentences	3				
25	Ability to maintain table for macros	3				
26	Ability to maintain table for plea codes	3				
27	Ability to maintain table for types of payments	3				
28	Ability to maintain table for status codes such as impounded	3				
29	Ability to maintain table with warrant codes - issue, recall, status	3				
30	Ability to maintain table with judgment codes	3				
31	Ability to maintain table with accounts	3				
32	Ability to maintain table with account types	3				
33	Ability to maintain table with filing code fees	3				
34	Ability to maintain table with holiday schedule file	3				
35	Ability to maintain table for judges vacations & time off	3				
36	Ability to maintain table of users	3				
37	Ability to maintain the security for users	3				
38	Ability to maintain table for charge levels	3				
39	Ability to maintain table for NCIC codes	3				
40	Ability to create new tables for all code fields	3				

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INTERFACES (SEE ATTACHMENT B FOR MORE INFORMATION)

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to interface with 19th District Court/Family Court/EBR Parish Clerk of Court	4				
2	Ability to interface with Handheld units - download tickets issued (AutoCite Parking)	3				
3	Ability to interface with Handheld units - download tickets issued (GISMO Traffic)	3				
4	Ability to interface with City Police - Criminal/DWI cases - download incidents (CPDATA)	3				
5	Ability to interface with City Police - send final dispositions	3				
6	Ability to interface with City Police - Evidence - send notice case(s) are closed when evidence is present	3				
7	Ability to interface with City Police - Accident/Crash system- obtain accident reports	3				
8	Ability to interface with City Police - LA DRIVE - obtain DWI Documents, reports, etc.	3				
9	Ability to interface with DMV - obtain registered owner info	3				
10	Ability to interface with DMV - driver license info	3				
11	Ability to interface with La. Supreme Court - send convictions, suspension request, suspension request recalls; criminal/dv dispositions	3				
12	Ability to interface with Parish Attorney - On-line driving school - post eligibility file; download completion/payment file	3				
13	Ability to interface with City Parish On-line Payment - website queries system, allows payments, download payment info	3				
14	Ability to interface with City Parish Finance-ERP- payment voucher/refunds, Civil suspense account balance, etc.	3				
15	Ability to interface with City Parish - Warrant - send outstanding BW	3				

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INTERFACES						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
16	Ability to provide searchable web page of City Court Warrants and Docket/Inmate/Warrant compare Utility	3				
17	Ability to provide Docket/Inmate/Warrant compare Utility - 16 queries which compares current docket to warrants to inmates - criteria such as dob/lastname, etc.	3				
18	Ability to interface with La. Revenue Department - send garnishment request of state income tax and receive payments	3				
19	Ability to interface with IRS - send garnishment request of federal income tax and receive payments	3				
20	Ability to interface with Kiosk - send daily docket to stations	3				
21	Ability to connect to various SFTP for Explore Date;Driver History; LexisNexis - export traffic convictions	3				
22	Ability to interface with La. State Police - download State Rap Sheet	3				
23	Ability to register for CSW - Schools and pay on-line	3				
24	Ability to interface with Drug Lab to send Drug test results electronically - link with case; provide historical results	3				
25	Ability to interface with EBR Parish Prison - transfer of commitments	3				
26	Ability to interface with EBR Sheriff - download bond info, cash bond payments, etc. and request payment for closed bond assessment fee	3				
27	Ability to interface with Baton Rouge Constable - Jail Management System - transport, etc.	3				
28	Ability to interface with Baton Rouge Constable - Garnishment system	3				
29	Ability to interface with Baton Rouge City Parish - City Limit database(GIS) - indicate address inside/outside parish	3				
30	Ability to interface with LSU Police - download cases information and send final disposition- similar to #4 and #5	3				
31	Ability to track ordered Ticket Book for City Police - when sent, used, sent to court, etc.	3				
32	Ability to interface with Public Defender	3				
33	Ability to interface with Coronor's office	3				

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PROSECUTOR

#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to receive tickets,incident, etc. electronically	4				
2	Ability to track transmittal of physical paperwork	4				
3	Ability to have multiple defendants on a case with a single case number	4				
4	Ability to send information (ticket/incident, fingerprint, etc.) to Court for Probable cause hearing/set bond and forward to EBR sheriff electronically with confirmation of receipt	4				
5	Ability to assign a unique case number automatically using locally defined format and managed by authorized users	4				
6	Ability to assign a unique case number manually	4				
7	Ability to assign parties to a case such as: judge, prosecutor, public defender, attorney, or other court resources at case initiation	4				
8	Ability to enter and maintain current and historical addresses with effective dates, including electronic mail addresses and telephone numbers for texting	4				
9	Code based descriptions based on existing codes (local statute instead of state statute codes)	4				
10	Ability to enter only valid dates	4				
11	Ability to have audit trails on all entries	4				
12	Ability to enter statutes/ordinances that is locally defined with effective dates and managed by authorized users	4				
13	Ability to link local statute codes to state statute codes (for sending to La.Supreme Ct/DMV)	4				
14	Ability to enter charge modifiers. (e.g. no bill, billed less offense, etc.)	4				
15	Ability to add new person when the person doesn't already exist on the system	4				
16	Ability to assign multiple parties to a case – unlimited parties	4				

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Baton Rouge City Court - Case Management System

PROSECUTOR						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
17	Ability to provide unique identifiers for each participant (e.g. Attorney, Police Officer, Bonding Co, etc.) and allow for secondary identifier	4				
18	Ability to dispose all case types and charges if case is not filed with court	4				
19	Ability to designate case type	4				
20	Ability to store and use demographic data of case participants	4				
21	Ability to capture/store the tracking numbers of other justice agencies(SID, Arrest #, etc.) & must be searchable	4				
22	Ability to define associations between participants (e.g. witness for Prosec, interpreter, etc.)	4				
23	Ability to enter one statute per count	4				
24	Ability to apply roles of each party on a case (e.g. Prosec witness; victim, witness for def, etc.)	4				
25	Ability to include unlimited number of identifiers but not limited to name, DOB, aliases, last name, business name, business, DBA, driver's license, SSN, other government ids	4				
26	Ability to link and maintain multiple charges per individual (or unlink)	4				
27	Ability to search all using wild card and soundex lookups	4				
28	Ability to configure notifications/data validation rules (flags, alerts, errors) which may be attached but not limited to case, party, charge, location, action, etc. with appropriate prompts, errors, messages, alerts, etc. and be added/managed by authorized users	4				
29	Ability to designate case filing type (in addition to case type)	4				
30	Ability to track Pretrial requirements and forward to court	4				
31	Ability to apply case confidentiality at case initiation (sealing a case)	3				
32	Ability to provide a user defined case initiation screen	3				
33	Ability to take pre-case information and apply to another case (e.g. party info, charging info, etc.)	3				
34	Ability to delete a case leaving an audit trail	3				
35	Ability to create default values/data for all data entry screens - managed by authorized users	3				
36	Ability to support multiple roles for participants (i.e. wit for def and pros on same case)	3				
37	Ability to set indicators that the case needs to be scheduled	3				
38	Ability to link a court activity or court event to a document such as any service (or unlink)	3				
39	Ability to have multiple service addresses	3				
40	Ability to associate and link multiple alias names	3				
41	Ability to automatically check if that person already exists in the system name DOB SID RACE SEX	3				
42	Ability to create case flows/templates	3				
43	Ability to support a person identifier carried over from law enforcement agency (arresting tracking number, agency file number, Prosecutor number, Bond power number etc.)	3				

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PROSECUTOR						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
44	Ability to mark a party/address as confidential	3				
45	Ability to utilize code table pull downs whenever possible	3				
46	Ability to support a primary person/group identifier for law enforcement, attorneys, bail bond, schools, CSW agencies, etc.)	3				
47	Ability to change, withdraw attorneys and other participants from cases (with dates for active and inactive), maintaining historical information	3				
48	Ability to allow simultaneous updating participant data on active cases- atty address across cases when changed in attorney table	3				
49	Ability to perform CMS data entry from electronic documents	3				
50	Ability to input data from bar-coded information	3				
51	Ability to have standard text associated with Statute # and customize per incident. Ability to print this on charging document, reports, forms, etc. and automatically change if statute # is changed	3				
52	Ability to upload officers schedules - ID's, work location, vacation, OTA/court date, etc.	3				
53	Ability to add Pretrial case back to Judge's docket upon Unsatisfactory termination	3				
54	Ability to track age of case with prompts for action based on user-defined rules	3				
55	Ability to link to City Police reports (e.g. Crash report; Incident report; arrest report; videos; discovery documents)	3				
56	Ability to notify Pretrial clients via email, text, phone recording, etc.	3				
57	Ability to possible link and maintain multiple cases out of the same criminal/civil-tro incident (or unlink) & decision authorized by user	2				
58	Ability to apply additional relationship/association to a party (e.g. mother, father, child, etc.)	2				
59	Ability to assign multiple law enforcement officer, attorneys (and designate lead counsel), bond company, etc. per case	2				
60	Ability to reuse officer badge number and keep an audit trail	1				

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Code	Avaliability Definitions					
Y	<u>Compliant</u> - Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution					
N	<u>Non-Compliant</u> - Functionality is not provided					
P	<u>Partially Compliant</u> – Partial Functionality is provided. However, the requested feature can be provided through modifications/customization to the application.					
T	<u>Third Party Tool</u> - Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal and detail system requirements					
D	<u>In Development</u> - Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.					
CONSTABLE						
#	Application Requirements	Priority	Availability	Cost	Required Product(s)	COMMENT
1	Ability to track subpoenas - area; serving officer; service information	3				
2	Ability to track evidence - document and track as needed	3				
3	Ability to comply with <i>HB No. 315</i> Act 457 of 2018 regular session - 60/40 split on service money collected	3				

Priority:

4 - Essential 2 - Would like
3 - Should have 1 - Would like - future

Availability

Y=COMPLIANT
N=NONCOMPLIANT
P=PARTIALLY COMPLIANT

T= THIRD PARTY TOOL-INCLUDE PRODUCT/PRICE
D=IN DEVELOPMENT

Attachment D – Sample Contract

Sample Contract for Baton Rouge City Court Case Management System

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and _____ herein referred to as “Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*).”

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of _____ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

Client agrees to license the Software and receive the services detailed in the final contract. Vendor agrees to provide same, subject to the terms and conditions stated in this Agreement and final contract. Payment for such services shall be per Attachment <__>. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Attachment <__> are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems per Attachment <__>, Formal Acceptance testing (see clause herein), and initial account balancing. The implementation of the Software and provision of services shall be per Attachment <__>. Client agrees to provide server and desktop hardware configured per Attachment <__> based on Vendor’s recommendation.

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City- Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide _____ (*define City-Parish responsibilities here*) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within ____ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ____ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time by giving ____ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ____ days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of ____ days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE: The Request for Proposals (RFP), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**
Parish

By _____

Title _____

Consultant

By _____

Title _____

Attachment E – Insurance Requirement

Insurance Requirements for Baton Rouge City Court Case Management System

CONSULTANT’S AND SUB-CONSULTANT’S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best’s Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
- B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$1,000,000
-----------------------	-------------
- C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer’s Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
- E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division - Kris Goranson, Director, P.O. Box 1471, Baton Rouge, LA 70821.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

Attachment F – Price Schedule

PRICING SCHEDULE

List all pricing details here or in a format similar to this schedule.

One-time costs:

- 1. One-time license costs: _____
- 2. One-time installation costs (product set-up): _____
- 3. One-time customization & implementation costs: _____
- 4. One-time training costs: _____
- 5. Other one-time costs (define): _____
- 6. Data Conversion (Migration of old data) _____

Recurring Costs:

- 1. Annual license costs, if any: _____
- 2. Annual support/maintenance costs: _____
- 3. Other recurring costs (define): _____

Other Costs:

- 1. Professional Service Rates* (a single hourly rate is required here):

 - 2. Other Costs that would be listed separately (define): _____
-

This Pricing Schedule is expected to vary for each RFP. Contact our office for assistance in developing, if required.

Attachment G – Excel Pricing Spreadsheet

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City-Parish requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

1. Pricing Form Legend

All black cells required.

All yellow cells optional.

All other cells are locked.

2. Enter Basic Vendor Information

Enter Vendor Name to the right:

Vendor Name

3. Enter Hosting/Licensing Model for Proposed Solution

Both a hosted and on-premise solution are being strongly considered. The decision will be based on the options provided, using the evaluation criteria outlined in the RFP. Please indicate if the proposed solution reflected in this pricing form is hosted.

On-premise / Hosted?

Additionally, please note if a perpetual license or subscription-based license is proposed.

Perpetual / Subscription-based License?

Comments

4. Complete the following Pricing Tabs

Tab Name	Instructions
Proposal Summary	No data entry is required in the Proposal Summary. Comments are optional for each Cost Category.
Application Software	Please complete One-Time and On-Going Annual Application Software Costs, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Other Software	Please add any Other Software proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.
Hardware	Please add any additional required/optional Hardware proposed including the Required Quantity, Unit Price, and related On-Going Annual Cost, if applicable.
Implementation Services	Please complete the Estimated Hours and Hourly Rate for Implementation Services, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Train-the-Training	Please complete the Estimated Hours and Hourly Rate for Train-the-Trainer Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Optional End-User Training	Please complete the Estimated Hours and Hourly Rate for Optional End-User Training, indicating any additional info or 'No Bid' in the Comments column. Additional proposed modules can be added in the 'Module Summary' Tab.
Data Conversion Services	Please complete the Conversion Code, Estimated Hours, and Hourly Rate to perform the following Data Conversion Services.
Interfaces	Please complete the Estimated Hours, Hourly Rate, and On-Going Annual Cost, if applicable, to develop the following Interfaces, indicating any additional info or 'No Bid' in the Comments column.
Form Services	Please complete the Estimated Hours and Hourly Rate to perform the following Form Services.
Modification	Please add the Estimated Hours, Hourly Rate, and On-Going Annual Cost, if applicable, to perform any required/optional Modifications. The related Module and Spec # should be noted.
Other Implementation Services	Please add any Other Implementation Services proposed including the Estimated Hours and Hourly Rate.

5. Enter Any Misc Costs and/or Discounts

Other Core Module Costs/Discounts

Travel & Lodging Costs	\$0
<u>One-Time</u> State and City Sales Tax (FOB)	\$0
<u>On-Going Annual</u> State and City Sales Tax (FOB)	\$0
Discount (if applicable)	

6. Finalize Forms for Printing and Submission

Additional rows are provided in each worksheet to accommodate additional proposed software and services. Vendors are encouraged to "hide" unused extra rows in each worksheet before submission.

Change cell to right to Hide Required/Optional Fields before printing:

Show Required/Optional Fields

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Proposal Summary

Vendor			
PROPOSAL SUMMARY			
COST CATEGORY	ONE TIME COST	ON-GOING ANNUAL COST	COMMENTS
Application Software	0.00	0.00	
Other Software	0.00	0.00	
Hardware	0.00	0.00	
Implementation Services	0.00	N/A	
Train the Trainer	0.00	N/A	
Data Conversion Services	0.00	N/A	
Interfaces	0.00	N/A	
Forms Services	0.00	0.00	
Modifications	0.00	0.00	
Other Implementation Services	0.00	0.00	
Travel & Lodging Costs	0.00	N/A	
State and City Sales Tax (FOB)	0.00	0.00	
Discount (if applicable)	0.00	N/A	
Total	0.00	0.00	

ADDITIONAL OPTIONAL PRICING NOT INCLUDED IN GRAND TOTAL:			
COST CATEGORY	ONE TIME COST	ON-GOING ANNUAL COST	COMMENTS
Optional End-User Training	0.00	N/A	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Application Software

Vendor Name			
Application Software			
Cost Category	One-Time Cost	On-Going Annual Costs	Comments
Accounting			
Traffic			
Criminal			
DWI			
Parking			
Civil			
Probation			
Court Services			
Appeals			
E-Business			
Document			
Prosecutor			
Constable			
Zip Code			
TOTAL	0.00	0.00	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Other Software

Vendor Name					
Other Software					
Software Name	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
Source Code Escrow					
Disaster Recovery					
Zip+4 Software					
Workstation Software					
Utilities					
Report Writer					
Relational Database					
Forms Generator					
TOTAL			0.00	0.00	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Hardware

Vendor Name					
Hardware					
Hardware Description	Required Quantity	Unit Price	One-Time Cost	On-Going Annual Cost	Comments
TOTAL			0	0	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Implementation Services

Vendor Name				
Implementation Services				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Accounting				
Traffic				
Criminal				
DWI				
Parking				
Civil				
Probation				
Court Services				
Appeals				
E-Business				
Document				
Prosecutor				
Constable				
Zip Code				
TOTAL			0.00	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Train-the-Trainer Training

Vendor Name				
Train-the-Trainer Training				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Accounting				
Traffic				
Criminal				
DWI				
Parking				
Civil				
Probation				
Court Services				
Appeals				
E-Business				
Document				
Prosecutor				
Constable				
Zip Code				
TOTAL			0.00	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Optional End-User Training

Vendor Name				
Optional End-User Training				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
Accounting				
Traffic				
Criminal				
DWI				
Parking				
Civil				
Probation				
Court Services				
Appeals				
E-Business				
Document				
Prosecutor				
Constable				
Zip Code				
TOTAL			0	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Data Conversion

Services

Vendor					
Data Conversion Services					
Cost Category	Conversion Code ¹	Estimated Hours	Hourly Rate	One-Time Cost	Comment
Accounting					
Traffic					
Criminal					
DWI					
Parking					
Civil					
Probation					
Court Services					
Appeals					
E-Business					
Document					
Prosecutor					
Constable					
Zip Code					
TOTAL				0.00	

¹ Data Conversion Code	
A	Utilize/refine existing conversion tools/scripts
B	Develop conversion scripts
C	Automated conversion not realistic/appropriate: Manual conversion is targeted
D	Other data conversion approach, please briefly describe in 'Comments' column
E	Not enough information/Need clarification/Item should be addressed during implementation

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Interfaces

Vendor Name						
Interfaces						
Data Flow Item #	Data Flow Description	Source Application	Estimated Hours	Hourly Rate	One-Time Cost	Comment
1	GISMO - Parking	GISMO				
2	GISMO - Traffic	GISMO				
3	City Police - CPData	Access				
4	DMV Registered Owner Info	Text/Access				
5	Parish Atty On-Line Driving School	Text/Access				
6	On-Line Payment - TR/PK	5 POINT				
7	Income Tax Garnishment	Text file				
8	Data Entry - New TR tickets	Access				
9	Summons - Service Info	Access				
10	Warrant	Website				
11	Kiosk - Docket	Access				
12	La Supreme Court Export - convictions/susp request	Text/XML				
13	Outside agencies exports - TR Convictions (Explore; Driver History; LexisNexis)	Text				
14	TicketBook	Excel/Text				
15	Misc - various departments: stats, lists, etc.	PDF;Text;Excel				
16	Searchable Web Page-City Court Warrants and Docket/Inmate/Warrant Compare Utility	Access				
17	Docket/Inmate?Warrant Compare Utility	Access				
18	City Police - Final Disposition	Text/Access				
19	Finance - link payment voucher/refunds	City Parish Database				
20	Coroner's office/Vital Records	Coroner's Database				
21	DMV - Driving Records	OMV Database				
22	State Police - Rap Sheet	St Police Database				
23	School - CSW	Website				
24	Drug Lab	Drug Lab system				
25	City Police Evidence	Access/database				
26	LSU Police - incidents	LSU Database				
27	LA DRIVE - Prosecutor-DWI Documents	City Police Database				
28	Parish Prison - commitments	EBR Sheriff database				
29	Constable Jail Management System	Constable Database				
30	City Police Accident(Prosecutor)	City Police Database				
31	City Parish - City Limits Database	City Parish Database				
32	EBRSheriff - Bond/Payment system	EBR Sheriff database				
33	Public Defender	Public Def database				
34	Kiosk - payment	5 POINT				
	TOTAL				0.00	

NOTE: See List of Interfaces - Attachment B

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Forms Services

Vendor Name							
Forms Services							
Module	Spec #	Description	Estimated	Hourly	One-Time	On-going	Comments
TOTAL					0.00	0.00	

BATON ROUGE CITY COURT - CASE MANAGEMENT SYSTEM

Pricing Forms - Modifications

Vendor Name							
Modifications							
Module	Spec #	Description	Estimated	Hourly	One-Time	On-going	Comments
TOTAL					0.00	0.00	

BATON ROUGE CITY COURT - CASE MANAGEMENT*Pricing Forms - Other Implementation Services*

Vendor Name				
Other Implementation Services				
Cost Category	Estimated Hours	Hourly Rate	Extended Cost	Comments
TOTAL			0.00	

Attachment H – Proposal Forms

1. Company Background Form

Vendor Name:	
Software brand name:	
Software version proposed (years in production):	
Is Vendor prime contractor:	YES <input type="checkbox"/> NO <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?		
2.	What awards has your company or proposed solution obtained that are relevant to this project?		
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?		
4.	What strategic alliance have you made to further strengthen your product and services?		
5.	How do you guarantee the services provided by your company?		
6.	What are your near-term and long-term goals, and the strategies that reach these goals?		
7.	What is your niche in the marketplace and your preferred customer size?		
8.	Please describe the level of research and development investment you make in your products (i.e. annual budget, head count, etc.).		
9.	Please describe how the sales cycle is linked to the product development cycle.		
10.	Please describe your commitment to providing solutions for the public sector marketplace.		
11.	Please describe your portal strategy.		
12.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?		
		Louisiana	Nationally
	Local government		
	Other public sector		
	Other non-public sector		

	Overall:		
13.	How many fully operational installations, in total, has the Vendor completed?		
		Louisiana	Nationally
	Local government		
	Other public sector		
	Other non-public sector		
	Overall:		
14.	How many current system implementations of your solution are IN-PROCESS within both the state of Louisiana and the region of the country that includes the state of Louisiana?		
		Current IN-PROCESS Implementations	
	State of Louisiana		
	Region		
	Total		
15.	Please state the year the Vendor started in the business of selling the proposed solution to local governments.		
16.	Where is the Vendor's closest support facility/sales office to Baton Rouge, Louisiana?		
17.	Where is the Vendor's company headquarters?		
18.	Please list the Vendor's Sales in the previous three years:		
		YEAR	SALES
		2018	
		2019	
		2020	
19.	How many total employees does the Vendor have in each of the following categories:		
		Area	Number
		Sales/Marketing	
		Management/Administration	
		Help Desk Staff	
		Development Staff	
		Other	
		Total:	
20.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?		
		Rates for Additional Implementation Assistance	
		Skill Set	Hourly Rate
			\$ /hr
			\$ /hr
			\$ /hr
21.	What would be the Vendor's preferred comparably sized, site visit location?		

2. Bidder's Organization

BIDDER'S ORGANIZATION

BIDDER IS:
AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

3. Technical Requirement Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the City-Parish's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4.	Describe the system administration tools that are used to manage the application including any data archival tool, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the City Court can determine the extent to which existing computes must be upgraded or replaced.
8.	Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?
	SYSTEM PERFORMANCE
9.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
10.	Can you guarantee a 3-second maximum response time?
11.	What are our guarantees on system performance?
	SECURITY
12.	Describe the identification and authorization capabilities of your proposed solution for users.
13.	Describe how your system interoperates with Active Directory.
14.	Describe the security audit capabilities of your proposed solution.
15.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
16.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (critical & non-critical)? At what cost to the City Court?
17.	What is your process for notifying the customer and fixing bugs once they have been identified?

4. Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the City Court's responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the City Court in advance of any scheduled downtime?
9.	Where would local support be located for a client in Baton Rouge, Louisiana?
10.	Are support calls included in annual maintenance fees, or charged on per call basis? If on a per-call basis, please specify rates and billing method.
11.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

5. Project Management Approach Form

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the City Court.
3.	How will project management be resources?

6. Report Development Form

1.	What is the query tool and report writer that Vendor is proposing?
2.	What is your definition of a report?
3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them.
5.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

7. Training Form

1.	What is your recommended approach to training (End-user vs train the trainer), for City Court, and why?
2.	What types of training documentation will be developed by the Vendor?
3.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the Vendor's ability to provide online training material versus classroom training.

8. Staffing Plan Form

1.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.					
2.	Provide the resource and configuration requirements for the Vendor's staff during the implementation.					
		Number of workstations				
		Number of desks				
		Number and size of dedicated rooms for the project				
		Parking				
		Telephones				
		Network accessibility needs				
		White boards				
		Flip charts				
		Power requirements				
		Other resource needs				
3.	Use the table provided below to identify the number of City Court/Parish business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments					
		Project Role		Project Responsibilities	FTE	
		Executive Sponsor(s)				
		Project Manager				
		Project Administrator				
		Functional Process Owners				
		Functional Process				
		Team Participants (per member involvement)				
		Training Coordinator Team Lead				
		Change Management Team Lead				
		Communications Team Lead				
		Other Roles				
		Other Roles				
		Other Roles				
4.	Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.					
		Project Role	# of FTEs	Skill Set Required	Training Required?	Training Provided?
		Help desk				
		Trainer				
		DBA				
		Report Developer				
		Application Support				
		System Administrator				
		Other Roles				
		Other Roles				
		Other Roles				
		Other Roles				

9. Ongoing Support Services Form

Support and Maintenance			
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.		
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.		
3.	Identify the party or business unit that is responsible for the support options provided above.		
4.	Provide the following regarding the number of business staff the City Court should expect to be committed to providing on-going application support: <ul style="list-style-type: none"> a. Role b. Responsibility c. Estimated time commitment in terms of FTE time 		
5.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> a. Type of positions required (e.g. help desk, trainer, DBA, report developer, application support, system administrator, security administrator, etc.) b. Number FTEs within each position c. Skill sets required for each position d. Training required and whether the Vendor provides this training 		
6.	Do you limit the number of City Court staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost. If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?		
7.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.		
8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.		
9.	Will the Vendor contractually agree to:		
	Contractual Inquiry		
	Term/Condition	Yes	No
	Provide on-site staff for training and implementation?		
	Non-performance hold-backs?		
	Payment hold-backs until fully operational and formally accepted?		
	Allow the City Court to approve Vendor staff assigned to help with implementation?		
	One year warranty, during which the annual support conditions apply? The first annual support payment would occur after the warranty period expires.		
10.	Describe how your software will be licensed to the City Court (e.g. site licenses, names users, concurrent users, etc.).		

Software Updates and Distribution	
11.	<p>It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:</p> <ul style="list-style-type: none"> a. Backward version compatibility and support of back versions b. Timeframe/policy on moving to new version c. Automatic product upgrades or on demand d. Ease of implementation for City Court staff versus need to contract for services e. Use of Microsoft Systems Configuration Manager to deploy new versions and patches to servers and clients
12.	<p>Describe the product release cycle, including:</p> <ul style="list-style-type: none"> a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release c. How long release takes to implement d. Use of release notes
Customizations	
13.	How does the Vendor define customization versus configuration?
14.	How can the City Court customize or configure the software directly without Vendor involvement?
15.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?

10. Client Reference Form

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	
Customer E-mail address:	
System which Solution Replaced:	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

11. Proposal Signature Form

PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time, April 30, 2021,
by the Purchasing Division, 222 Saint Louis St., City Hall, 8th Floor, Room 826, Baton Rouge, Louisiana, 70802.
Immediately after 2:00 P.M. of the same day and date, proposals will be publicly opened in Room 806 of City Hall.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
Kris Goranson
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Baton Rouge City Court – Case Management System

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments, and Appendix)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefor the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about _____ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

Baton Rouge City Court – Case Management System

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____ .
Baton Rouge, Louisiana.

NOTARY PUBLIC

12. Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL

STATE OF: _____

City-Parish OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ (*Name*) (*Title*)

Of _____ the proposal responder that has
(*Company*)

submitted to the **City-Parish** a proposal for Baton Rouge City Court Case Management System all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City-Parish** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City this _____ day
of _____, _____.
(Day) (Month) (Year)

(Notary Public)

13. Terms and Conditions Compliance Checklist

Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
2.1	Terms & Conditions			
2.2	Taxes			
2.3	Corporation Requirements			
2.4	Use of Subcontractors			
2.5	Acceptance of Proposal Content			
2.6	Basis for Award, Evaluation Criteria and Questions			
2.7	Contract Negotiations			
2.8	Contract Award and Execution			
2.9	Notice of Intent to Award			
2.10	Debriefings			
2.11	Insurance Requirements			
2.12	Subcontractor Insurance			
2.13	Indemnification			
2.14	Payment of Services			
2.15	Termination			
2.16	No Guarantee of Quantities			
2.17	Audit of Records			
2.18	Civil Rights Compliance			
2.19	Record Retention			
2.20	Record Ownership			
2.21	Content of Contract/Order of Precedence			
2.22	Contract Changes			
2.23	Substitution of Personnel			
2.24	Governing Law			
2.25	Claims or Controversies			
2.26	Proposer's Certification of OMB A-133 Compliance			
2.27	Period of Agreement			
2.28	Requirements for Signing Proposal			
2.29	Reserved Rights			
2.30	Trademarks			
2.31	Right to Request Additional Information			
2.32	System Design Costs			
2.33	Pricing Eligibility Period			
2.34	Additional Charges			
2.35	Turnkey Solution			
2.36	Purchase Quantities			
2.37	Scope of Agreement			
2.38	Professional Services Warranty			
2.39	Entire Agreement Clause			
2.40	Identification of Parties to the Agreement Clause			
2.41	Agreement Extension and Modification Clause			

2.42	Limitation of Liability			
2.43	Freedom of information Act			
2.44	Confidentiality			
2.45	Title and Confidentiality			
2.46	Notices Clause			
2.47	Survival Clause			
2.48	Force Majeure Clause			
2.49	Force Majeure Requisites			
2.50	120 Day Maximum			
2.51	Right of Cancellation			
2.52	Incorporation by Reference			
2.53	Risk During Equipment/Software Storage and Installation			
2.54	Patents, Copyrights, and Proprietary Rights Indemnification			
2.55	Effect of Regulation			
2.56	Control of Sub-Contractor, Project Team and Project Manager Designation			
2.57	Assignments			
2.58	Warranty			
2.59	Resolution and Response Time Warranty			
2.60	Continuity of Warranty			
2.61	Final Acceptance of the System			
2.62	Standard Forms and Contracts			
2.63	Advertisement			
2.64	Password Security			
2.65	Non-Performance Escalation Procedures			
2.66	Replication of Software			
2.67	Non-Collusion			
2.68	Annual Maintenance and Support Fees			
2.69	Disclaimers and Limitations of Remedies			
2.70	Source Code			
2.71	Programming Services			
2.72	Video Taping			
2.73	Major Releases/Upgrades			
2.74	Solution Longevity			
2.75	Successor Software Products			
2.76	Conflict of Interest			
2.77	Subcontracts			
2.78	Changes in Agreement			
2.79	Intellectual Property			
2.80	Funding Out			
2.81	Use of Licenses by Personnel Who Are Not Employees			
2.82	Disaster Recovery & Disaster Recovery Testing			
2.83	Right To Outsource			
2.84	Unlimited Liability of Software Vendor Infringement			
2.85	Vendor Merger or Acquisition			
2.85	Functionality Replacement			

2.87	Wording Conflicts			
2.88	Liquidated Damages			
2.89	Equal Opportunity Employment/Nondiscrimination Policy			

14. Terms and Conditions – Exception Explanations

Exception Explanations		
#	Title	Explanation of Exception

15. Minimum Criteria

As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:

- **Response Timeliness**
RFP response is submitted by the due date and time.
- **Minimum Client Software Installations**
Must have at least two current installations of their software with court clients; one which is similar in size to Baton Rouge City Court.
- **Response Authorization**
The RFP response contains an original signature signed by a company officer on the Proposal Signature Form.
- **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City-Parish's Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
- **PCI Compliance**
Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.
- **Compliance with Federal and State Laws**
The Vendor shall certify in its Proposal that, as of the Proposal submission date, Vendor is compliant with the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, the prohibition against having scrutinized business operations in Sudan or Iran, and section 6(j) of the Federal Export Administration Act. Vendor further agrees to comply with the Legal Sample Workers Act, as applicable, if selected for award. Finally, Vendor's response shall certify that any agreement resulting from this solicitation will include these requirements.
- **City-Parish's Standard Master Agreement**
The Vendor shall negotiate in good faith with the City-Parish to finalize the Master Agreement (PART II and Attachment D)
- **Specification Response Format**
Vendors must send the appropriate number of copies as identified in section 4.2 (Ten (10) copies).